

**TENTH AMENDMENT  
TO THE  
AGREEMENT BETWEEN  
AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC  
AND  
TC SYSTEMS, INC.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
SOUTH CAROLINA  
DATED DECEMBER 21, 2001**

Pursuant to this Amendment, (the "Amendment"), AT&T Communications of the Southern States, LLC ("AT&T") and TC Systems, Inc. ("TC Systems"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 21, 2001, ("Agreement") to be effective 10 days after the date of last signature.

WHEREAS, BellSouth and AT&T and TC Systems entered into the Agreement on December 21, 2001, and;

WHEREAS, BellSouth and AT&T and TC Systems desire to amend the Agreement to modify provisions pursuant to the Federal Communications Commission's (FCC) Order on Remand (Triennial Review Remand Order), WC Docket No. 04-313, released February 4, 2005 and effective March 11, 2005;

WHEREAS, the Parties desire to amend the Agreement to reflect other changes as agreed upon by the parties;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Attachment 2 and the associated rates in their entirety and replace it with Attachment 2 reflected as Exhibit 1, attached hereto and by reference incorporated into this Amendment.
2. All of the other provisions of the Agreement dated December 21, 2001 shall remain unchanged and in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

General Terms and Conditions  
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**By: *Kristen E. Shore*Name: Kristen E. ShoreTitle: DirectorDate: 11/7/05**AT&T Communications of the  
Southern States, LLC and TC  
Systems, Inc.**By: *Bill C. Peacock*Name: Bill C. Peacock

Director - Local Services &amp;

Title: Access ManagementDate: 11-04-2005

## **Attachment 2**

### **Network Elements and Other Services**

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## ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

### **1**                    **Introduction**

- 1.1                    This Attachment sets forth rates, terms and conditions for Network Elements and combinations of Network Elements that BellSouth agrees to offer to AT&T AND TC SYSTEMS in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to AT&T AND TC SYSTEMS (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A and B of this Attachment. If no rate is identified in this Agreement, the rate will be as negotiated by the Parties. If AT&T AND TC SYSTEMS purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. Additionally, the provision of a particular Network Element or Other Service may require AT&T AND TC SYSTEMS to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control.
- 1.1.1                BellSouth shall price each unbundled Network Element separately, and shall offer each unbundled Network Element individually, and in any technically feasible combination with any other Network Element, service or functionality. In no event shall BellSouth require AT&T AND TC SYSTEMS to purchase any unbundled Network Element in conjunction with any other service or element. BellSouth shall place no use restrictions or other limiting conditions on Network Elements and Combinations purchased by AT&T AND TC SYSTEMS under the terms of this Agreement, except as provided in 47 CFR 51.309. Notwithstanding the above, if AT&T AND TC SYSTEMS requests access to a loop or subloop, NID functionality shall be provided with such loop and no additional NID charge shall be included.
- 1.2                    For purposes of this Agreement, “Network Element” is defined to mean a facility or equipment used in the provision of a telecommunications service, as defined by the FCC that BellSouth is obligated to offer AT&T AND TC SYSTEMS pursuant to section 251(c)(3) of the Act. Such term also includes features, functions and capabilities that are provided by means of such facility or equipment. AT&T AND TC SYSTEMS shall not obtain a Network Element for the exclusive provision of mobile wireless services or interexchange services. For purposes of this Agreement, combinations of Network Elements shall be referred to as “Combinations.”
- 1.3                    BellSouth shall, upon request of AT&T AND TC SYSTEMS, and to the extent technically feasible, provide to AT&T AND TC SYSTEMS access to its Network Elements for the provision of AT&T AND TC SYSTEMS’s telecommunications

services. If no rate is identified in this Agreement, the rate will be as negotiated by the Parties.

1.4 AT&T AND TC SYSTEMS may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R 51.309, and BellSouth must perform its obligations under 47 C.F.R. 51.309 as well.

1.5 BellSouth shall comply with the requirements as set forth in the technical references within this Attachment 2.

1.6 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. The conversion process should be a seamless process that does not affect the customer's perception of service quality. Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to AT&T AND TC SYSTEMS pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to AT&T AND TC SYSTEMS pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). BellSouth shall charge the applicable nonrecurring switch-as-is rates for Conversions to specific Network Elements or Combinations found in Exhibit A. BellSouth shall also charge the same nonrecurring switch-as-is rates when converting from Network Elements or Combinations. Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from AT&T AND TC SYSTEMS. A Conversion shall be considered termination for purposes of any tariffed volume and/or term commitments and/or grandfathered status between AT&T AND TC SYSTEMS and BellSouth. Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.10 and 1.10.1 below.

1.6.1 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops, AT&T AND TC SYSTEMS shall undertake a reasonably diligent inquiry to determine whether AT&T AND TC SYSTEMS is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, AT&T AND TC SYSTEMS self-certifies that to the best of AT&T AND TC SYSTEMS's knowledge, the high capacity Dedicated Transport or high capacity

Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon AT&T AND TC SYSTEMS's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement.

- 1.6.2 Except to the extent expressly provided otherwise in this Attachment, AT&T AND TC SYSTEMS may not maintain unbundled network elements or combinations of unbundled network elements, that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that AT&T AND TC SYSTEMS has in place any Arrangements after the Effective Date of this Agreement, BellSouth will provide AT&T AND TC SYSTEMS with thirty (30) days written notice to disconnect or convert such Arrangements. If AT&T AND TC SYSTEMS fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, BellSouth will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 1.6.2 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.7 The Triennial Review
- 1.7.1 BellSouth is required to make, in a nondiscriminatory manner, and as set forth in 47 CFR 51.319(a)(8) and 51.319(e)(5), routine network modifications to transmission facilities used by AT&T AND TC SYSTEMS when the requested facility has already been constructed. Routine network modifications will be made without regard to whether the loop or facility being accessed was constructed on behalf, or in accordance with, the specifications of any carrier. Where BellSouth has recovered the costs for a routine network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.
- 1.7.1.2 BellSouth's obligation to make routine network modifications applies to all transmission facilities (e.g., loops and dedicated transport facilities) including, but not limited to, dark fiber facilities.
- 1.8 Commingling of Services
- 1.8.1 Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Network Element combination, to one or more telecommunications

services or facilities that AT&T AND TC SYSTEMS has obtained at wholesale from BellSouth, or the combining of a Network Element or Network Element combination with one or more such wholesale telecommunications services or facilities.

- 1.8.1.1 Unless otherwise required by an appropriate regulatory agency, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act. For the purpose of implementing this section, any change of law shall be accomplished through the process set forth in section 9.3 of the General Terms and Conditions.
- 1.8.2 Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services; 3) is offered for resale pursuant to Section 251(c) 4 of the Act.
- 1.8.3 BellSouth shall also permit AT&T AND TC SYSTEMS to combine any Network Element or Combination of Network Elements provided by BellSouth with compatible network components or services provided by AT&T AND TC SYSTEMS or by third parties to AT&T AND TC SYSTEMS to provide telecommunications services to AT&T AND TC SYSTEMS, its affiliates and to AT&T AND TC SYSTEMS customers.
- 1.8.4 In the provisioning of the Network Element circuit connected to a channelized wholesale transport, where AT&T AND TC SYSTEMS requests that BellSouth perform the commingling, BellSouth shall be subject to the performance measures and penalty provisions of the performance measurement plans approved by the Commission for that particular Network Element.
- 1.8.5 BellSouth will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates.
- 1.8.6 BellSouth will bill AT&T AND TC SYSTEMS for multiplexing according to the underlying product consistent with what is ordered by AT&T AND TC SYSTEMS. For example, if AT&T AND TC SYSTEMS orders unbundled transport with multiplexing, BellSouth will charge AT&T AND TC SYSTEMS the unbundled rate for multiplexing. If AT&T AND TC SYSTEMS orders special access transport with multiplexing, BellSouth will charge AT&T AND TC SYSTEMS the special access rate for multiplexing. Central Office Channel



Interfaces will be billed from the same jurisdictional authorization (agreement or tariff) as the lower grade of service. To the extent that special access DS3 circuits include multiplexing across the entire DS3, no additional DS3/DS1 multiplexing shall be charged for the EELs provisioned on the same DS3.

- 1.9 If AT&T AND TC SYSTEMS reports a trouble on a Network Element or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge AT&T AND TC SYSTEMS for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status. AT&T AND TC SYSTEMS is not obligated to pay for the dispatch if a subsequent (within 10 days of original trouble) new trouble ticket addressing the same condition is opened and trouble is found on BellSouth's network and corrected.
- 1.10 For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, AT&T AND TC SYSTEMS should refer to the "Guides" section of the BellSouth Interconnection Web site.
- 1.10.1 Additional information may also be found in the individual CLEC Information Packages located at the "CLEC UNE Products" on BellSouth's Interconnection Web site at: [www.interconnection.bellsouth.com/guides/html/unes.html](http://www.interconnection.bellsouth.com/guides/html/unes.html).
- 1.11 Rates
- 1.11.1 The prices that AT&T AND TC SYSTEMS shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit A to this Attachment. If, at its option, AT&T AND TC SYSTEMS purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply.
- 1.11.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6 and are incorporated herein by this reference.
- 1.11.3 If AT&T AND TC SYSTEMS modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth, to accommodate the modification, will be paid by AT&T AND TC SYSTEMS in accordance with FCC No. 1 Tariff, Section 5.
- 1.11.4 Fractionalized billing shall apply to all Network Elements and Combinations such that recurring charges will be prorated based upon the number of days that the Network Elements and Combinations are in service. Non-recurring charges shall not be fractionalized.

## **2 Unbundled Loops**

2.1 General

- 2.1.1 BellSouth shall provide AT&T AND TC SYSTEMS with nondiscriminatory access to the local loop on an unbundled basis, in accordance with section 251 (c) (3) of the Act as set forth in 47 CFR 51.319 (a)(1) through (a)(9). The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises. This element includes all features, functions, and capabilities of such transmission facility, including the network interface device. It also includes all electronics, optronics, and intermediate devices (including repeaters and load coils) used to establish the transmission path to the end-user customer premise as well as any inside wire owned or controlled by the incumbent LEC that is part of that transmission path.
- 2.1.1.1 The Loop does not include any packet switched features, functions or capabilities.
- 2.1.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.
- 2.1.1.3 In new build (Greenfield) areas, where BellSouth has only deployed Fiber To The Home (FTTH) facilities, or FTTC facilities, BellSouth is under no obligation to provide access to such FTTH and FTTC loops when BellSouth deploys such a loop to an end user customer premises that previously has not been served by any loop facility (FCC Rule).
- 2.1.1.4 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to AT&T AND TC SYSTEMS on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. After the copper loop facility is retired, BellSouth will offer a 64kbps voice grade channel over its FTTH/FTTC facilities. When BellSouth retires a copper loop facility currently utilized by AT&T AND TC SYSTEMS when AT&T AND TC SYSTEMS uses its central office collocated DSLAM to provide a connection between an end user and an internet service provider, the parties acknowledge that the provision of a 64kbps voice grade channel over BellSouth's FTTH/FTTC facilities will not permit AT&T AND TC SYSTEMS to continue to provide such a connection to its

customer. Consequently, and in order to alleviate this situation, which is anticipated to happen infrequently, when such a copper loop facility retirement impacts an existing AT&T AND TC SYSTEMS customer in this manner, BellSouth agrees to provide to AT&T AND TC SYSTEMS a connection between AT&T AND TC SYSTEMS's end user and the selected ISP that provides the same functionality that AT&T AND TC SYSTEMS provided to that end user using the now-retired copper facility, at a rate equal to the rate paid by AT&T AND TC SYSTEMS for the conditioned copper loop facility previously used to serve that customer. This provision can only be invoked, during the life of this agreement, to serve up to a total of 50 customers.

- 2.1.1.5 In FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth must maintain the existing copper loop connected to the particular customer premises but, is not obligated to ensure that copper loops in that area are capable of transmitting signals prior to receiving a request for access to such loops by AT&T AND TC SYSTEMS. If a request is received by BellSouth for a copper loop, and the copper facilities have not yet been retired, BellSouth will restore the copper loop to a serviceable condition, if technically feasible. In these instances of loop orders in an FTTH/FTTC overbuild area, BellSouth's standard loop provisioning interval will apply to those copper loops that BellSouth continues to maintain. For those copper loops that BellSouth has not continued to maintain, BellSouth will use its best efforts to meet the standard provisioning intervals. Where BellSouth cannot meet the standard provisioning interval, the order will be handled on a project basis by which the parties will negotiate the applicable provisioning interval.
- 2.1.1.6 For hybrid loops, where AT&T AND TC SYSTEMS seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide AT&T AND TC SYSTEMS with nondiscriminatory access to the time division multiplexing features, functions and capabilities of that hybrid loop, including DS1 or DS3, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's customer premises.
- 2.1.1.6.1 When AT&T AND TC SYSTEMS seeks access to a hybrid loop for the provision of narrowband services, BellSouth shall either provide non-discriminatory access to an entire hybrid loop capable of voice grade services (i.e. equivalent to DS0 capacity) using time division multiplexing technology or provide nondiscriminatory access to a spare home-run copper loop serving that customer on an unbundled basis.
- 2.1.1.7 For purposes of this Agreement, and not by way of limitation, the phrase end user customer premises shall not be interpreted to include such places as a carrier's mobile switching center, base station, cell site, or other similar facility, except to the extent that a carrier may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

- 2.1.1.8 Transition for DS1 and DS3 Loops
- 2.1.1.8.1 For purposes of this Section 2, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.1.8.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 2.1.1.8.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for AT&T AND TC SYSTEMS as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 2.1.1.8.5.1 or 2.1.1.8.5.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.1.1.8.3 Excess DS1 and DS3 Loops are those AT&T AND TC SYSTEMS DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.3.6.1 and 2.3.13, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 2.1.1.8.4 For purposes of this Section 2, a Business Line, Wire Center, and Fiber-Based Collocator are defined in 47 C.F.R. § 51.5.
- 2.1.1.8.5 Notwithstanding anything to the contrary in this Agreement, and except as set forth in Section 2.1.1.8.12, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.1.8 only for AT&T AND TC SYSTEMS's Embedded Base during the Transition Period:
- 2.1.1.8.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.1.8.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber-based collocators.
- 2.1.1.8.6 A list of wire centers meeting the criteria set forth in Sections 2.1.1.8.5.1 and 2.1.1.8.5.2 above as of March 10, 2005 (Initial Wire Center List), is available on BellSouth's Interconnection Services Web site at [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com).
- 2.1.1.8.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for AT&T AND TC SYSTEMS's Embedded Base of DS1 and DS3 Loops and AT&T AND TC SYSTEMS's Excess DS1 and DS3 Loops described in this Section 2.1.1.8 shall be as set forth in Exhibit B.
- 2.1.1.8.7.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to

AT&T AND TC SYSTEMS's Embedded Base of DS1 and DS3 Loops that were not collected for the period between March 11, 2005 and the effective date of this Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where AT&T AND TC SYSTEMS timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.

- 2.1.1.8.8 The Transition Period shall apply only to (1) AT&T AND TC SYSTEMS's Embedded Base and (2) AT&T AND TC SYSTEMS's Excess DS1 and DS3 Loops. AT&T AND TC SYSTEMS shall not add new DS1 or DS3 loops as described in this Section 2.1.1.8 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.6.1 of this Attachment and as set forth in Section 2.1.1.8.12 below.
- 2.1.1.8.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.1.8.5.1, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.1.8.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.1.8.5.2, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.1.8.11 No later than December 9, 2005 AT&T AND TC SYSTEMS shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other BellSouth services pursuant to Section 1.6. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in AT&T AND TC SYSTEMS's Embedded Base of circuits and Excess DS1 and DS3 Loops. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.
- 2.1.1.8.11.1 If AT&T AND TC SYSTEMS fails to submit the spreadsheet(s) specified in Section 2.1.1.8.11 above for at least 95% of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, BellSouth will identify AT&T AND TC SYSTEMS's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.1.1.8.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T AND TC SYSTEMS failed to submit spreadsheets or to convert 5% or less of AT&T AND TC SYSTEMS's Embedded Base and Excess DS1 and DS3 Loops, BellSouth will not convert such 5% or less of its Embedded Base and Excess DS1 and DS3 Loops, but will alert AT&T AND TC SYSTEMS of the 5% or less of the Embedded Base and Excess DS1 and DS3 Loops that was not converted by AT&T AND TC SYSTEMS and allow AT&T AND TC SYSTEMS

thirty (30) days to convert such DS1 and DS3 Loops. To the extent that AT&T AND TC SYSTEMS fails to convert the remaining Embedded Base and Excess DS1 and DS3 Loops within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

- 2.1.1.8.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.1.8.11 or transitioned pursuant to 2.1.1.8.11.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 2.1.1.8.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.1.8.12.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 2.1.1.8.5, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".
- 2.1.1.8.12.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.
- 2.1.1.8.12.3 For purposes of Section 2.1.1.8.12, BellSouth shall make available DS1 and DS3 Loops that were in service for AT&T AND TC SYSTEMS in a wire center on the Subsequent Wire Center List as of the fourteenth (14th) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) business day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.1.8.12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 2.1.1.8.12.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.1.8.12.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List, AT&T AND TC SYSTEMS shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in

AT&T AND TC SYSTEMS's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.

2.1.1.8.12.6.1 If AT&T AND TC SYSTEMS fails to submit the spreadsheet(s) specified in Section 2.1.1.8.12.6 above for at least 95% of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify AT&T AND TC SYSTEMS's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T AND TC SYSTEMS failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of AT&T AND TC SYSTEMS's Subsequent Embedded Base, but will alert AT&T AND TC SYSTEMS of the 5% or less of its Subsequent Embedded Base that was not converted by AT&T AND TC SYSTEMS and allow AT&T AND TC SYSTEMS thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent AT&T AND TC SYSTEMS fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

2.1.1.8.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.1.8.12.6 or transitioned pursuant to Section 2.1.1.8.12.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

2.1.2 The provisioning of a Loop to AT&T AND TC SYSTEMS's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.

2.1.3 Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide, found in BellSouth's Local Ordering Handbook, available at the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals for more than 30 loops will be set by the BellSouth project manager for that order. When Loops require a

Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval. For the Project Management described in this section, there will be no additional charge to AT&T AND TC SYSTEMS.

- 2.1.4 The Loop shall be provided to AT&T AND TC SYSTEMS in accordance with applicable industry standard technical references. Absent any applicable industry standards, BellSouth's TR73600 Unbundled Local Loop Technical Specification shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b. If BellSouth uses a different set of technical specifications to provide service in its own network or to its retail end-users, BellSouth will apply the same technical specifications to the loops AT&T AND TC SYSTEMS orders from BellSouth.
- 2.1.5 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered, and at parity with the standards provided to BellSouth retail end users.
- 2.1.5.1 When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC at no charge to the CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If AT&T AND TC SYSTEMS wants to ensure the Loop is tagged during the provisioning process for Loops that do not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), AT&T AND TC SYSTEMS may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.
- 2.1.5.2 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by AT&T AND TC SYSTEMS (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill AT&T AND TC SYSTEMS for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. BellSouth will assess the applicable Maintenance of Service rates as set forth in the rate Exhibit 1 below. In the event that the BellSouth technician misreads, misconnects, mislabels, and is required to redispach to complete the order, BellSouth shall bear the cost of the redispach.

## Exhibit 1

Rates for Dispatch Due to Incomplete or Incorrect Information										
		AL	FL	GA	KY	LA	MS	NC	SC	TN

Version 3Q03: 11/12/2003

BST 09/29/05 SC



<b>POTS</b>	<b>Basic</b>	\$19.67	\$20.52	\$30.44	\$20.52	\$19.44	\$19.72	\$19.44	\$19.69	\$19.44
	<b>OT</b>	\$23.29	\$24.14	\$34.06	\$24.14	\$23.06	\$23.34	\$23.06	\$23.44	\$23.06
	<b>Premium</b>	\$26.90	\$27.75	\$37.67	\$27.75	\$26.67	\$26.95	\$26.67	\$26.92	\$26.67
<b>Special Service</b>	<b>Basic</b>	\$21.98	\$22.83	\$32.75	\$22.83	\$21.75	\$22.03	\$21.75	\$22.00	\$21.75
	<b>OT</b>	\$26.39	\$27.24	\$37.16	\$27.24	\$26.16	\$26.44	\$26.16	\$26.41	\$26.16
	<b>Premium</b>	\$30.79	\$31.64	\$41.56	\$31.64	\$30.56	\$30.84	\$30.56	\$30.81	\$30.56

## 2.1.6 Loop Testing/Trouble Reporting

- 2.1.6.1 For UNE Loops, AT&T AND TC SYSTEMS will be responsible for testing and isolating troubles on the Loops. AT&T AND TC SYSTEMS must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, AT&T AND TC SYSTEMS will be required to provide the results of the AT&T AND TC SYSTEMS test which indicate a problem on the BellSouth provided Loop.
- 2.1.6.2 Once AT&T AND TC SYSTEMS has isolated a trouble to the BellSouth provided Loop, and had issued a trouble report to BellSouth on the Loop, BellSouth will take the actions necessary to repair the Loop if a trouble actually exists. BellSouth will repair these Loops in the same time frames that BellSouth repairs similarly situated Loops to its End Users.
- 2.1.6.3 If AT&T AND TC SYSTEMS reports a trouble on a non-designed or designed Loop and no trouble actually exists, BellSouth will charge AT&T AND TC SYSTEMS for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the Loop's working status.
- 2.1.6.4 In the event BellSouth must dispatch to the end-user's location more than once due to incorrect or incomplete information provided by AT&T AND TC SYSTEMS (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill AT&T AND TC SYSTEMS for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. In the event that BellSouth technician misreads, misconnects, mislabels, etc., and is required to redispach to complete the order, BellSouth shall bear the cost of the redispach. BellSouth will assess the applicable Maintenance of Service rates as set forth in Exhibit 1 of section 2.1.5.2.

## 2.1.7 Order Coordination and Order Coordination-Time Specific

- 2.1.7.1 “Order Coordination” (OC) allows BellSouth and AT&T AND TC SYSTEMS to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to AT&T AND TC SYSTEMS’s facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth’s discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.
- 2.1.7.2 “Order Coordination – Time Specific” (OC-TS) allows AT&T AND TC SYSTEMS to order a specific time for OC to take place. BellSouth will make every effort to accommodate AT&T AND TC SYSTEMS’s specific conversion time request. However, BellSouth reserves the right to negotiate with AT&T AND TC SYSTEMS a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. AT&T AND TC SYSTEMS may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If AT&T AND TC SYSTEMS specifies a time outside this window, or selects a time or quantity of Loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.1.8 **CLEC to CLEC Conversions for Unbundled Loops**
- 2.1.8.1 The CLEC to CLEC conversion process for unbundled Loops may be used by AT&T AND TC SYSTEMS when converting an existing unbundled Loop from another CLEC for the same End User. The Loop type being converted must be included in AT&T AND TC SYSTEMS’s Interconnection Agreement before requesting a conversion.
- 2.1.8.2 To utilize the CLEC to CLEC conversion process, the Loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same End User location from the same serving wire center, and must not require an outside dispatch to provision.
- 2.1.8.3 The Loops converted to AT&T AND TC SYSTEMS pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type, with the exception of LNP, over which BellSouth has no control in a CLEC to CLEC loop conversion. Such conversions shall be done in an interval no longer than conversions from a CLEC to BellSouth (i.e., winback).

2.1.8.4

	<b>Order Coordination (OC)</b>	<b>Order Coordination – Time Specific (OC-TS)</b>	<b>Test Points</b>	<b>DLR</b>	<b>Charge for Dispatch and Testing if No Trouble Found</b>
<b>SL-1 (Non-Designed)</b>	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>UCL-ND (Non-Designed)</b>	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
<b>Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)</b>	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
<b>Unbundled Digital Loop (Designed)</b>	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
<b>Unbundled Copper Loop (Designed)</b>	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, AT&T AND TC SYSTEMS must order and will be billed for both OC and OC-TS if requesting OC-TS.					

**2.1.9 Bulk Migration**

2.1.9.1 If AT&T AND TC SYSTEMS requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, AT&T AND TC SYSTEMS must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, “UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration.” This CLEC Information package, incorporated herein by reference as it may be amended from time to time, is located at

[www.interconnection.bellsouth.com/guides/html/unes.html](http://www.interconnection.bellsouth.com/guides/html/unes.html). The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit A of this Attachment. Additionally, OSS charges will also apply per LSR generated per customer account as provided for in the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.6 of this Attachment. The Parties agree that if an appropriate regulatory body orders a different process, or a “batch cut” process, AT&T AND TC SYSTEMS may elect to use either process, as appropriate.

## **2.1.10 Provisioning and Coordinated Cutovers**

- 2.1.10.1 Section 2.1.10 contains the initial coordination procedures that the Parties agree to follow when AT&T AND TC SYSTEMS orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which AT&T AND TC SYSTEMS will serve such end users by unbundled Loops and number portability (hereinafter referred to as “Hot Cuts”). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained. Changes to the Hot Cut procedures should be implemented through the CLEC User Group and are subject to resolution through the dispute resolution process set forth in Section 16 of the General Terms and Conditions.
- 2.1.10.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.
- 2.1.10.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by AT&T AND TC SYSTEMS utilizing a coordinated SL1 or SL2 local loop provided by BellSouth to AT&T AND TC SYSTEMS with Local Number Portability (LNP), incorporated herein by this reference).
- 2.1.10.1.3 AT&T AND TC SYSTEMS shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation (“FOC”) (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).
- 2.1.10.2 Ordering
- 2.1.10.2.1 AT&T AND TC SYSTEMS shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request (“LSR”) using BellSouth’s ordering interfaces described in Attachment 6 to this Agreement, incorporated herein by this reference. AT&T AND TC SYSTEMS may specify a Due Date or Frame Due

Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. Using a coordinated SL1 or SL2 loop, if project management is required, BST will support project management after hour provisioning dependent on system availability (which include planned maintenance or unplanned outages) and resource availability, which resources will be allocated on a nondiscriminatory basis. The BellSouth PM will make best efforts to secure the necessary resources and will be responsible for ensuring the BST personnel, and support systems or centers necessary are available at the time established for the after hour provisioning. AT&T AND TC SYSTEMS shall specify whether its service order is to be provisioned by BellSouth as either: (a) OC; or (b) OC-TS. OC shall mean the type of service order used by AT&T AND TC SYSTEMS to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 2.1.10.2.3 below, at any time during that day, referred to in this Section as the "Due Date." OC-TS shall mean the type of service order used by AT&T AND TC SYSTEMS to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 2.1.10.2.3 below and at the particular time specified on the FOC, referred to in this Section as the "Frame Due Time." AT&T AND TC SYSTEMS shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. AT&T AND TC SYSTEMS will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 2.1.10.2.2 below.

- 2.1.10.2.1.1 Until such time as BellSouth's systems can deliver the requested frame due time on the FOC as set forth above, AT&T AND TC SYSTEMS shall rely on the time requested on the LSR.
- 2.1.10.2.2 For purposes of this Section, BellSouth's normal hours of operation for personnel performing physical wire work are defined as follows:
  - 2.1.10.2.2.1 Monday – Friday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
  - 2.1.10.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
  - 2.1.10.2.2.3 The above hours are defined as the time of day where the work is being performed.
  - 2.1.10.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth on BellSouth's web address as follows: <http://www.interconnection.bellsouth.com/centers/> and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing AT&T AND TC SYSTEMS support will be equal to the hours of

operation that BellSouth provisions services to its affiliates, end users, and other CLECs.

- 2.1.10.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to AT&T AND TC SYSTEMS may work shifts outside of BellSouth's regular working hours as defined in Section 2.1.10.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that AT&T AND TC SYSTEMS requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of AT&T AND TC SYSTEMS, BellSouth will not assess AT&T AND TC SYSTEMS additional charges beyond the rates and charges specified in this Agreement.
- 2.1.10.2.2.6 AT&T AND TC SYSTEMS will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, AT&T AND TC SYSTEMS will pay overtime charges subject to the provisions of Section 2.1.10.2.2.5 above, where AT&T AND TC SYSTEMS requests a time specific conversion which based on the completion intervals outlined in Section 2.1.10.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 2.1.10.2.2 above of this Attachment 2 as well as **BellSouth's web address** <http://www.interconnection.bellsouth.com/centers/>, incorporated herein by this reference.
- 2.1.10.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service request to determine whether it contains all the information necessary for BellSouth to process the service request. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by AT&T AND TC SYSTEMS for the current view of the LSR.
- 2.1.10.2.2.8 BellSouth shall provide AT&T AND TC SYSTEMS real-time, electronic access to its LFACS system in the pre-ordering phase to allow AT&T AND TC SYSTEMS (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its Connecting Facility Assignments ("CFA") prior to the issuance of an LSR. Implementation of such shall be determined by the current Change Control Process Guidelines outlined in Attachment 6.
- 2.1.10.2.2.9 Upon facility assignment validation by AT&T AND TC SYSTEMS and upon receipt of AT&T AND TC SYSTEMS's LSR, BellSouth may issue jeopardies to

FOCs if BellSouth determines that a CFA assigned on an AT&T AND TC SYSTEMS LSR is in conflict with BellSouth records.

- 2.1.10.2.2.10 Both parties agree that jeopardy clarifications should not occur, provided AT&T AND TC SYSTEMS checks the status of the CFA utilizing the real-time pre-order LFACS access, as referenced in Section 2.1.10.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its' own CFA database and performing the required physical work. BellSouth and AT&T AND TC SYSTEMS will investigate and address adverse trends of jeopardy clarifications via the improvement mechanism outlined below.
- 2.1.10.2.2.10.1 AT&T AND TC SYSTEMS or BellSouth ("Petitioner") shall notify the other Party ("Respondent") in writing via AT&T AND TC SYSTEMS's Global Access Management ("GAM") Group or BellSouth's AT&T AND TC SYSTEMS Account Team ("Account Team") of the needed areas of improvement.
- 2.1.10.2.2.10.2 The Respondent shall submit a written response to Petitioner within fifteen (15) calendar days of the requested change.
- 2.1.10.2.2.10.3 Upon receipt of the response, Petitioner shall either:
  - 2.1.10.2.2.10.3.1 schedule a meeting between representatives of each party with authority to identify areas of improvement and, if applicable, to develop and implement process changes resulting from such mutual cooperation; or
  - 2.1.10.2.2.10.3.2 accept all proposed changes by Respondent, if any, and notify Respondent with a written response within seven (7) calendar days that the changes, if any, will be accepted.
- 2.1.10.2.2.10.4 If Section 2.1.10.2.2.10.3.1 is implemented, the Parties agree to negotiate the requested change in good faith within ninety (90) calendar days of the day Petitioner requested the proposed change.
- 2.1.10.2.2.10.5 A mutually agreed upon process under either Section 2.1.10.2.2.10.3.1 or Section 2.1.10.2.2.10.3.2 shall be implemented upon a mutually agreed upon timeframe.
- 2.1.10.2.2.10.6 Should the Parties be unable to agree on a mutually acceptable change to the process and or an agreeable date to implement such change within one hundred and twenty (120) days of the day Petitioner requested the proposed change, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement.

- 2.1.10.2.2.10.7 At no such time, shall either Party waive any rights that it may have with respect to the Agreement in its entirety.
- 2.1.10.2.2.10.8 Nothing in this Improvement Plan is deemed to amend or modify any other terms in the Interconnection Agreement.
- 2.1.10.2.2.11 BellSouth and AT&T AND TC SYSTEMS will work cooperatively to ensure data base integrity is achieved between AT&T AND TC SYSTEMS and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) AT&T AND TC SYSTEMS ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow AT&T AND TC SYSTEMS to identify and synchronize such data base; and (2) BellSouth will ensure that it processes AT&T AND TC SYSTEMS requests for cancellation of local service requests in a time frame that allows AT&T AND TC SYSTEMS to accurately maintain its CFA records.
- 2.1.10.2.2.12 BellSouth will provide AT&T AND TC SYSTEMS with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and AT&T AND TC SYSTEMS will work jointly to identify and resolve any discrepancies between BellSouth and AT&T AND TC SYSTEMS databases containing the CFA assignments.
- 2.1.10.2.3 Firm Order Commitment (“FOC”)
- 2.1.10.2.3.1 Pursuant to Section 2.1.10.2.1 above, for purposes of this Section, a FOC is a notification from BellSouth to AT&T AND TC SYSTEMS that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and/or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth’s committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.
- 2.1.10.2.3.2 For the initial LSR, BellSouth should not provide AT&T AND TC SYSTEMS with either a request for clarification or a reject message after BellSouth provides AT&T AND TC SYSTEMS a FOC, except as outlined in Section 2.1.10.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 2.1.10.2.3.3 BellSouth’s measurement of FOC/reject performance as stated in Section 2.1.10.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.



- 2.1.10.3            Provisioning
- 2.1.10.3.1        Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to AT&T AND TC SYSTEMS.
- 2.1.10.3.1.1      Upon receipt of the FOC pursuant to Section 2.1.10.2.3.1, AT&T AND TC SYSTEMS shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
- 2.1.10.3.1.2      Excluding facility shortages, acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than three (3) business days from the original requested date.
- 2.1.10.3.1.3      In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) AT&T AND TC SYSTEMS will not re-negotiate nor consider a change in due date and/or due time as a re-negotiation and (c) AT&T AND TC SYSTEMS will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and AT&T AND TC SYSTEMS will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.
- 2.1.10.3.1.4      Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, due solely to AT&T AND TC SYSTEMS or AT&T AND TC SYSTEMS's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
- 2.1.10.3.2        Upon receipt of the FOC, AT&T AND TC SYSTEMS and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.
- 2.1.10.3.2.1      In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by

sending an electronic notice to AT&T AND TC SYSTEMS, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.

- 2.1.10.3.2.1.1 PF order status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
- 2.1.10.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and/or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify AT&T AND TC SYSTEMS as soon as the order is placed in PF status in accordance with Section 2.1.10.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment (“MA”) within BellSouth’s internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide AT&T AND TC SYSTEMS estimated service date (“ESD”) information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within five (5) business days from the date the PF condition occurs.
- 2.1.10.3.2.2 AT&T AND TC SYSTEMS shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number (“ImpCon”) Field on the LSR that BellSouth shall commit to call and use for all notification to AT&T AND TC SYSTEMS. In addition, an AT&T AND TC SYSTEMS representative will answer and will respond within five (5) minutes. Response as used in this section shall mean that the AT&T AND TC SYSTEMS agent is ready to receive and record information provided by BellSouth.
- 2.1.10.3.3 AT&T AND TC SYSTEMS will ensure that dial tone is delivered to the BellSouth collocation pair forty-eight (48) hours prior to due date.
- 2.1.10.3.3.1 BellSouth will advise AT&T AND TC SYSTEMS, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to AT&T AND TC SYSTEMS as outlined in BellSouth’s FOC or time of conversion as mutually agreed to or as ordered by AT&T AND TC SYSTEMS.
- 2.1.10.3.3.2 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.
- 2.1.10.3.4 BellSouth and AT&T AND TC SYSTEMS reserve the right to change its internal hot cut activities as business needs dictate. Any changes to the documented hot cut process are subject to the CLEC User Group guidelines. Issues which cannot be resolved satisfactorily through the CLEC User Group, will be subject to the

dispute resolution process as set forth in Section 16 of the General Terms and Conditions of this agreement.

2.1.10.3.5 Loop Cut-Over Timing

2.1.10.3.5.1 BellSouth shall complete the loop cut-over step and notify AT&T AND TC SYSTEMS of such completion in accordance with this section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: 1-10 loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed.

2.1.10.3.5.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.

2.1.10.3.5.3 Intervals for loops for a single end user on the same local service requests for loops greater than thirty (30) will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.

2.1.10.3.5.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 2.1.10.3.5.1 above and notify AT&T AND TC SYSTEMS of such completion in accordance with Section 2.1.10.3.5.1 above, AT&T AND TC SYSTEMS may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.

2.1.10.3.6 Completion Notice

2.1.10.3.6.1 BellSouth shall send AT&T AND TC SYSTEMS completion notices when the LSRs are submitted electronically. If submitted manually, AT&T AND TC SYSTEMS may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.

2.1.10.4 New Loop Provisioning – "Loop Only"

2.1.10.4.1 BellSouth will provision new loops at intervals outlined in the Products and Services Interval Guide.

2.1.10.4.2 AT&T AND TC SYSTEMS will deliver dial tone and telephone number to the AT&T AND TC SYSTEMS collocation point forty-eight (48) hours prior to the due date.

- 2.1.10.4.3 BellSouth and AT&T AND TC SYSTEMS will notify either party if the due date cannot be met for any reason.
- 2.1.10.4.4 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.
- 2.1.10.4.5 BellSouth will deliver to the ordered location at the end users premises, loops as outlined in TR 73600, or in the applicable industry standard.
- 2.1.10.4.6 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by AT&T AND TC SYSTEMS to the NID. Testing requested by AT&T AND TC SYSTEMS to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by AT&T AND TC SYSTEMS and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.

## **2.2 Unbundled Voice Loops (UVLs)**

- 2.2.1 BellSouth shall make available the following UVLs:
  - 2.2.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
  - 2.2.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
  - 2.2.1.3 4-wire Analog Voice Grade Loop (Designed)
- 2.2.2 Unbundled Voice Loops (UVL) may be provisioned using any type of loop facility. This may include, but is not limited to, loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time. In these situations, BellSouth will only ensure that the newly provided facility will support voice grade services. BellSouth will not guarantee that AT&T AND TC SYSTEMS will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
- 2.2.3 Unbundled Voice Loop - SL1 (UVL-SL1) Loops are 2-wire Loop start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 Loops when reuse of existing facilities has been requested by AT&T AND TC SYSTEMS. AT&T AND TC SYSTEMS may

also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up information which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 Loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users.

- 2.2.4 For an additional charge BellSouth will make available Loop Testing so that AT&T AND TC SYSTEMS may request further testing on new UVL-SL1 Loops. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.2.5 Unbundled Voice Loop – SL2 (UVL-SL2) Loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to AT&T AND TC SYSTEMS. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 Loops. The OC feature will allow AT&T AND TC SYSTEMS to coordinate the installation of the Loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

### **2.3 Unbundled Digital Loops**

- 2.3.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a digital transmission scheme or service.
- 2.3.2 BellSouth shall make available, at a minimum, the following UDLs, subject to the following terms:
  - 2.3.2.1 2-wire Unbundled ISDN Digital Loop
  - 2.3.2.2 2-wire Unbundled ADSL Compatible Loop
  - 2.3.2.3 2-wire Unbundled HDSL Compatible Loop
  - 2.3.2.4 4-wire Unbundled HDSL Compatible Loop
  - 2.3.2.5 4-wire Unbundled DS1 Digital Loop
  - 2.3.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below
  - 2.3.2.7 DS3 Loop

- 2.3.2.8 STS-1 Loop
- 2.3.3 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, OC, and a DLR. AT&T AND TC SYSTEMS will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable Loop and End User. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.
- 2.3.3.1 Upon the Effective Date of this Amendment, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Amendment will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Amendment. Existing UDCs that were provisioned prior to the Effective Date of this Amendment may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by AT&T AND TC SYSTEMS or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated. AT&T AND TC SYSTEMS may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.3.4 ADSL-capable Loop – an ADSL-capable Loop is a basic copper Loop (2-wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An ADSL-capable loop provided by BellSouth is designed to Revised Resistance Design ("RRD") guidelines for non-loaded loops and is expected to support ADSL service. The Loop is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.5 HDSL-capable Loop – an HDSL-capable loop is a basic loop (2 or 4 –wire) without any intervening equipment and is capable of permitting the transmission of communications both within the voice band and in frequency ranges above the voice band. An HDSL-capable loop provided by BellSouth is designed to Carrier Serving Area (CSA") guidelines for a non-loaded loop. It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.3.6 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire Loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the customer-facing end of the unbundled loop.

- 2.3.6.1 BellSouth shall not provide more than ten (10) unbundled DS1 Loops to AT&T AND TC SYSTEMS at any single building in which DS1 Loops are available as unbundled Loops.
- 2.3.7 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire Loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds and will come standard with a test point, OC, and a DLR.
- 2.3.8 DS3 Loop. DS3 Loop is a two-point digital transmission path which typically enables simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps), where allowed by law, that is dedicated to the use of the ordering CLEC in its provisioning qualifying services or qualifying, services together with nonqualifying telecommunications services and information services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.
- 2.3.9 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface.
- 2.3.10 Both DS3 Loop and STS-1 Loop require a Service Inquiry (SI) in order to ascertain availability. If and when, BellSouth develops an Operations Support System or includes DS3 and STS1 in its LFACs system for this type of loop for BellSouth's retail end users, AT&T AND TC SYSTEMS will be granted nondiscriminatory access to the same detailed information via that OSS at the rates set forth in Exhibit A to this attachment.
- 2.3.11 If DS3/STS-1 Loops are not readily available but can be made available through routine network modifications, as defined by the FCC, AT&T AND TC SYSTEMS may request BellSouth to perform such routine network modifications. The request may not be used to place fiber cable. BellSouth will provide a price quote for the request, and upon receipt of authorization by AT&T AND TC SYSTEMS and an error free LSR from AT&T AND TC SYSTEMS, BellSouth shall perform the routine network modifications within BellSouth's standard Loop provisioning interval. Where BellSouth has recovered the costs for a routine

network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.

- 2.3.12 S3 services come with a test point and a DLR. Mileage is airline miles, rounded up and a minimum of one mile applies. BellSouth TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 services.
- 2.3.13 AT&T AND TC SYSTEMS may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops.
- 2.3.14 AT&T AND TC SYSTEMS may access a total capacity of two (2) DS3s per End User location at the Network Element rates set forth in Exhibit A.

## **2.4 Unbundled Copper Loops (UCL)**

- 2.4.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types – Designed and Non-Designed.

### **2.4.2 Unbundled Copper Loop – Designed (UCL-D)**

- 2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair (2- or 4-wire) Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.4.2.2 A UCL-D will be provisioned according to Resistance Design parameters for non-loaded loop facilities and will have up to 1300 Ohms of resistance.
- 2.4.2.3 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of working circuits has been requested by AT&T AND TC SYSTEMS.
- 2.4.2.4 These Loops are not intended to support any particular services and may be utilized by AT&T AND TC SYSTEMS to provide a wide-range of telecommunications services as long as those services do not significantly degrade other services on the BellSouth network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the Loop to the customer's inside wire.



- 2.4.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by AT&T AND TC SYSTEMS or BellSouth provides ninety (90) calendar days notice that such UCL-L must be terminated.

**2.4.3 Unbundled Copper Loop – Non-Designed (UCL-ND)**

- 2.4.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines (DAMLs), and may have up to 6,000 feet of bridged tap between the End User's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance, although the UCL-ND will not have a specific length limitation. For Loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop will provide a transmission channel suitable for Loop start signaling and the transport of qualifying services or qualifying, services together with nonqualifying telecommunications services and information services. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.
- 2.4.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, upon AT&T AND TC SYSTEMS's request, BellSouth will provide AT&T AND TC SYSTEMS with non-discriminatory access to the same detailed information about the loop (e.g., composition, electronics, length, gauge, electrical parameters) that is available to BellSouth in the same time interval it is provided to BellSouth's retail operations.
- 2.4.3.3 For an additional charge, BellSouth also will make available Loop Testing so that AT&T AND TC SYSTEMS may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.
- 2.4.3.4 UCL-ND Loops are not intended to support any particular service and may be utilized by AT&T AND TC SYSTEMS to provide a wide-range of telecommunications services as long as those services do not significantly degrade other services on the BellSouth network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop to the customer's inside wire.

2.4.3.5 OC will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with an existing BellSouth circuit that is currently providing service. OC-TS does not apply to this product.

2.4.3.6 AT&T AND TC SYSTEMS may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper Loop within the BellSouth network. Therefore, some Loops that would not qualify as UCL-ND could be transformed into Loops that do qualify, using the ULM process.

## **2.5 Unbundled Loop Modifications (Line Conditioning)**

2.5.1 Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Sub-loop that may diminish the capability of the Loop or Sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serve no network design purpose and that are beyond the limits set according applicable industry standard technical references. Absent any applicable industry standard technical reference, (e.g. Telcordia, NESC, ANSI, NEBS) BST TR 73600 unbundled local loop technical specifications shall apply in a non- discriminatory manner consistent with 47 CFR 51.311(b), the BellSouth TR 73600.

2.5.2 BellSouth will remove load coils only on copper loops and sub-loops that are less than 18,000 feet in length.

2.5.3 Any copper loop being ordered by AT&T AND TC SYSTEMS which has over 6,000 feet of combined bridged tap will be modified, upon request from AT&T AND TC SYSTEMS, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to AT&T AND TC SYSTEMS. Loop conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined total of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment.

2.5.4 AT&T AND TC SYSTEMS may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process as mutually agreed to by the Parties.

2.5.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

- 2.5.6 BellSouth will not modify a Loop in such a way that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ADSL, etc.) being ordered.
- 2.5.7 If AT&T AND TC SYSTEMS requests ULM on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with ULM if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. AT&T AND TC SYSTEMS will not be charged for ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.
- 2.5.8 AT&T AND TC SYSTEMS may request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a LSR for the Loop type that AT&T AND TC SYSTEMS desires BellSouth to condition. However, AT&T AND TC SYSTEMS is responsible for obtaining and providing to BellSouth the information necessary to complete the SI and/or the LSR for line conditioning.
- 2.5.9 When requesting ULM for a Loop that BellSouth has previously provisioned for AT&T AND TC SYSTEMS, AT&T AND TC SYSTEMS will submit a service inquiry to BellSouth. If a spare Loop facility that meets the loop modification specifications requested by AT&T AND TC SYSTEMS is available at the location for which the ULM was requested, AT&T AND TC SYSTEMS will have the option to change the Loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the Loop facility in lieu of providing ULM, AT&T AND TC SYSTEMS will not be charged for ULM but will only be charged the service order charges for submitting an order.

## **2.6 Loop Provisioning Involving Integrated Digital Loop Carriers**

- 2.6.1 Where AT&T AND TC SYSTEMS has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to AT&T AND TC SYSTEMS. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for AT&T AND TC SYSTEMS (e.g. hairpinning):
1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
  2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
  3. If capacity exists, provide "side-door" porting through the switch.

4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.6.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.6.3 If no alternate facility is available, and upon request from AT&T AND TC SYSTEMS, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. AT&T AND TC SYSTEMS will then have the option of paying the one-time SC rates to place the Loop.

## **2.7 Network Interface Device**

2.7.1 The NID is defined as any means of interconnection of the End User's customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. The NID is a termination device required to terminate one or more lines or circuits at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's customer premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.7.2 BellSouth shall permit AT&T AND TC SYSTEMS to connect AT&T AND TC SYSTEMS's Loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

### **2.7.3 Access to NID**

2.7.3.1 AT&T AND TC SYSTEMS may access the End User's customer premises wiring by any of the following means and AT&T AND TC SYSTEMS shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.7.3.1.1 BellSouth shall allow AT&T AND TC SYSTEMS to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not currently being used by BellSouth or any other telecommunications carriers to provide service to the premises.

2.7.3.1.2 Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring or cross-connect from the other Party's NID and connect such wiring or cross-connect to that Party's own NID;

- 2.7.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a cross-connect or spliced jumper wire from the customer premises wiring through a suitable “punch-out” hole of such NID enclosures; or
- 2.7.3.1.4 AT&T AND TC SYSTEMS may request BellSouth to make other rearrangements to the on-premises wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., AT&T AND TC SYSTEMS, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.
- 2.7.3.2 In no case shall either Party remove or disconnect the other Party’s Loop facilities from either Party’s NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be AT&T AND TC SYSTEMS’s responsibility to ensure there is no safety hazard, and AT&T AND TC SYSTEMS will hold BellSouth harmless for any liability associated with the removal of the BellSouth Loop from the BellSouth NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party’s Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored. If the disconnecting party does not wish to accept these responsibilities, other options exist in which BellSouth will install a NID as a chargeable option.
- 2.7.3.3 Neither Party shall remove or disconnect ground wires from the other party’s NIDs, enclosures, or protectors.
- 2.7.3.4 Neither Party shall remove or disconnect NID modules, protectors, or terminals from the other Party’s NID enclosures.
- 2.7.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with AT&T AND TC SYSTEMS to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.7.4 Technical Requirements
- 2.7.4.1 The NID shall provide an accessible point of interconnection for the on-premises wiring for any inside wiring owned or controlled by BellSouth or for the Subloop Distribution facilities and shall maintain a connection to ground.

- 2.7.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User's customer premises and the distribution media and/or cross connect to AT&T AND TC SYSTEMS's NID.
- 2.7.4.3 Existing BellSouth NIDs will be provided in "as is" condition. AT&T AND TC SYSTEMS may request BellSouth to do additional work to the NID on a time and material basis. When AT&T AND TC SYSTEMS deploys its own local Loops in a multiple-line termination device, AT&T AND TC SYSTEMS shall specify the quantity of NID connections that it requires within such device.

## **2.8 Sub-loop Elements**

- 2.8.1 Where technically feasible BellSouth shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

### **2.8.2 Unbundled Sub-Loop Distribution**

- 2.8.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that BellSouth provides from a loop demarcation point on an End User's premises to a BellSouth cross-connect device regardless of the specific nomenclature employed when referring to the device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. AT&T AND TC SYSTEMS will request access to USLD or Unbundled Copper Subloop ("UCSL") through the SI process. The unbundled sub-loop distribution media may be provided using copper twisted pair or coax, if coax is used in the BellSouth distribution system. BellSouth will make available the following Sub-Loop Distribution offerings where facilities exist or can be made to exist through routine network modifications:

Unbundled Sub-Loop Distribution –Voice Grade  
Unbundled Copper Sub-Loop  
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka  
riser cable and campus cable

- 2.8.2.2 Unbundled Sub-Loop Distribution Voice Grade – (USLD-VG) is a sub-loop facility from the cross-box in the field up to and including the loop demarcation point on an End User's premises and may have load coils.
- 2.8.2.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the loop demarcation point on an End User's premises. If available, this facility will not have any intervening equipment such as load coils.
- 2.8.2.3.1 If AT&T AND TC SYSTEMS requests a UCSL and a non-loaded pair is not available, AT&T AND TC SYSTEMS may order unbundled subloop modification on an existing facility. If load coils are removed from any existing subloop, that

subloop will be classified as a UCSL. AT&T AND TC SYSTEMS may order, at its option the LMU, at the applicable rates, to determine what loop modifications will be required, and should AT&T AND TC SYSTEMS request a loop that requires modification, AT&T AND TC SYSTEMS will be charged the applicable rate for that loop modification.

- 2.8.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device which will be at or near the Minimum Point of Entry (MPOE) or in the building equipment room, as applicable, up to and including the loop demarcation point on an End User's premises.
- 2.8.2.4.1 Upon request for USLD-INC from AT&T AND TC SYSTEMS, BellSouth will install a cross connect panel which will be at or near the Minimum Point of Entry (MPOE) or in the building equipment room, as applicable, for the purpose of accessing USLD-INC pairs. The cross connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks for AT&T AND TC SYSTEMS's use on this cross-connect panel. AT&T AND TC SYSTEMS will be responsible for connecting its facilities to the cross-connect block(s).
- 2.8.2.5 For access to USLD and UCSL, AT&T AND TC SYSTEMS shall install a cable to the BellSouth cross-box in the field to provide continuity to AT&T AND TC SYSTEMS's feeder facilities pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. At AT&T AND TC SYSTEMS's option, this cable would be connected in a nondiscriminatory manner by an AT&T AND TC SYSTEMS or BellSouth technician within the BellSouth cross-box during the set-up process. AT&T AND TC SYSTEMS's cable pairs can then be connected to BellSouth's USLD within the BellSouth cross-box by the technician.
- 2.8.2.6 Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by AT&T AND TC SYSTEMS is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet AT&T AND TC SYSTEMS's request, BellSouth will perform the set-up as set forth in the CLEC Information Package.
- 2.8.2.7 The site set-up must be completed before AT&T AND TC SYSTEMS can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice AT&T AND TC SYSTEMS's cable into the cross-connect box. For the site set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel

and the connecting block(s) that will be used to provide access to the requested USLs. The Estimated Completion date ("ECD") for set up at the cross-box will be sixty (60) days subject to the terrain, and/or obtaining work permits, and equipment delivery. In the event that BellSouth cannot meet the sixty (60) day ECD, BellSouth will notify AT&T AND TC SYSTEMS in writing via the SI process. BellSouth and AT&T AND TC SYSTEMS will work cooperatively to establish a mutually agreeable installation date on an individual case basis.

- 2.8.2.8 Once the site set-up is complete, AT&T AND TC SYSTEMS will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center ("LCSC"). The provisioning of the order will include the disconnect of BellSouth's feeder facilities from BellSouth's distribution facilities, to the extent such cross connects exist. OC is required with USL pair provisioning when AT&T AND TC SYSTEMS requests an existing BellSouth circuit that is currently providing service, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by AT&T AND TC SYSTEMS for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.8.2.9 Absent any applicable industry standards technical references, BellSouth's TR73600 Unbundled Local Loop Technical Specification shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b.

### **2.8.3 Unbundled Network Terminating Wire (UNTW)**

- 2.8.3.1 UNTW is twisted copper wiring or any future type of facility other than copper that BellSouth deploys and has not been proven to be unfeasible to unbundle, that extends from BellSouth's garden terminal on the side of a building or telecommunication equipment room or wiring closet that is typically located on each floor of a multi-story building to the point of demarcation at the end user's location. UNTW is the "last" part of the loop on the BellSouth network side of the demarcation point.
- 2.8.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns or controls wiring all the way to the End User's premises. Neither Party will provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.
- 2.8.3.2.1 BellSouth will install the IAT within sixty (60) days from the submission of the SI or as mutually agreed to by the parties. BellSouth shall install the IAT in properties identified by AT&T AND TC SYSTEMS in a SI process.
- 2.8.3.2.2 In garden apartment or campus MDU environments, the IAT shall be installed adjacent to BellSouth's garden terminal unless AT&T AND TC SYSTEMS and BellSouth mutually agree otherwise. Each IAT installed in garden apartments or



campus MDU environments will provide access to all UNTW pairs connected to the BellSouth garden terminal with which it is associated.

- 2.8.3.2.3 In high-rise environments IATs will be installed in the wiring closet adjacent to BellSouth's distribution and riser cable terminals unless AT&T AND

TC SYSTEMS

and BellSouth mutually agree otherwise. Each IAT installed in a wiring closet will provide access to UNTW pairs at rates set forth in Exhibit A.

- 2.8.3.2.4 Once the IATs are installed, AT&T AND TC SYSTEMS's employees will have access to the IAT without the necessity of coordinating such efforts with BellSouth's employees or agents.

- 2.8.3.2.5 BellSouth's provision of IATs shall fulfill BellSouth's obligation to provide a SPOI.

- 2.8.3.2.6 Upon request by BellSouth, AT&T AND TC SYSTEMS will engage in negotiations with BellSouth for the purpose of defining mutually agreeable terms, conditions and charges that grant BellSouth access to retail customers in MDUs where AT&T AND TC SYSTEMS owns the network terminating wire available to serve the retail customer. The terms and conditions set forth in Subsections 2.8.3.3.11 – 2.8.3.3.14 of this Section shall be incorporated in any agreement negotiated between BellSouth and AT&T AND TC SYSTEMS for BellSouth's access to AT&T AND TC SYSTEMS's NTW. If the Parties are unable to reach agreement as to such terms, conditions and charges within sixty (60) days following BellSouth's request, then either Party, at its option, shall petition the Commission for resolution of the disputed terms.

2.8.3.3 Requirements

- 2.8.3.3.1 Except as noted below, upon request of AT&T AND TC SYSTEMS, BellSouth will provide access to any IAT in all instances involving UNTW MDU premises, including garden style MDU complexes.

- 2.8.3.3.2 Upon receipt of the SI form requesting access to BellSouth's UNTW pairs at a MDU, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the IAT. By request of AT&T AND TC SYSTEMS, an IAT will be installed either adjacent to BellSouth's garden terminal, telecommunications equipment room, or inside each wiring closet. AT&T AND TC SYSTEMS will deliver and connect its central office facilities to the UNTW pairs within the IAT. AT&T AND TC SYSTEMS may access all pairs on an IAT. AT&T AND TC SYSTEMS will only access pairs that are not being utilized to provide service or where the end user has requested a change in its local service provider to AT&T AND TC SYSTEMS. Prior to connecting AT&T AND TC SYSTEMS's service on a pair previously used by BellSouth, AT&T AND TC

SYSTEMS is responsible for ensuring the end-user is no longer using BellSouth's service or another CLEC's service before accessing UNTW pairs.

- 2.8.3.3.3 BellSouth shall notify AT&T AND TC SYSTEMS of the ECD for installation of the IATs and access to the UNTW pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this attachment BellSouth will notify AT&T AND TC SYSTEMS in writing via the SI process. BellSouth and AT&T AND TC SYSTEMS will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.
- 2.8.3.3.3.1 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify AT&T AND TC SYSTEMS of such status and negotiate a revised ECD.
- 2.8.3.3.4 BellSouth will not be required to install new or additional UNTW or other wire pairs in connection with the installation of an IAT unless otherwise agreed.
- 2.8.3.3.5 BellSouth will seek the property owner's permission for installation of the IAT(s). If the property owner refuses to allow the installation of the IAT, AT&T AND TC SYSTEMS will be responsible for submitting a cancel via the SI process.  
BellSouth will not be found in non-compliance of the Commission's order if the property owner refuses the IAT installation.
- 2.8.3.3.6 BellSouth shall install the IATs, if IATs have not been previously installed, in accordance with generally accepted telephone industry standards. AT&T AND TC SYSTEMS may install a separate connecting block in the IAT for its central office facilities; however, the connecting block must be of a size that will allow it to fit physically in the IAT (SPOI) and must meet the technical specifications for the IAT of the vendor(s) selected by BellSouth to provide the IAT. Such connecting block shall be used to connect the MDU pairs activated by AT&T AND TC SYSTEMS with AT&T AND TC SYSTEMS's network facilities.
- 2.8.3.3.7 BellSouth will record the completion of the IAT(s) and send AT&T AND TC SYSTEMS a FOC. The FOC will contain the information necessary for AT&T AND TC SYSTEMS to report UNTW pair activation to BellSouth. Additionally, BellSouth will comply with the applicable Service Quality Measurements ("SQMs") found in Attachment 9 of this agreement.
- 2.8.3.3.8 AT&T AND TC SYSTEMS may access, at the IAT, any UNTW pair connected to the IAT to provide service to an end-user customer of AT&T AND TC SYSTEMS. AT&T AND TC SYSTEMS is responsible for obtaining the end-user's authorization

- to disconnect service with BellSouth before using a UNTW pair that BellSouth was using to provide service to the end-user. If the end-user wishes to maintain concurrent service with both BellSouth and AT&T AND TC SYSTEMS, AT&T AND TC SYSTEMS shall not access the UNTW garden terminal MDU pair(s) that BellSouth is using to provide its concurrent service. AT&T AND TC SYSTEMS will submit any Local Number Portability ("LNP") orders associated with changes in service providers for its end-users pursuant to Attachment 5 of this Agreement.
- 2.8.3.3.9 Once AT&T AND TC SYSTEMS has accessed a UNTW pair to serve its end-user, AT&T AND TC SYSTEMS will submit a Local Service Request ("LSR") to BellSouth within five (5) business days of UNTW pair activation to report activation of that UNTW pair using the information provided to AT&T AND TC SYSTEMS on the FOC. AT&T AND TC SYSTEMS may submit a single LSR to activate multiple UNTW pairs on the same IAT. If AT&T AND TC SYSTEMS deactivates a UNTW pair, AT&T AND TC SYSTEMS shall also submit an LSR within five (5) business days of UNTW pair deactivation to report such deactivation. LSRs shall be submitted to BellSouth manually until such time as an electronic interface is deployed.
- 2.8.3.3.10 AT&T AND TC SYSTEMS must test and isolate any repair problem on existing UNTW pairs. AT&T AND TC SYSTEMS will be responsible for reporting repair problems on existing UNTW pairs to the appropriate BellSouth department. Response to trouble and repair reports will be on a nondiscriminatory basis unless specific performance standards have been established for BellSouth. In that case, those performance standards will apply to BellSouth for the activities described in this Section. If BellSouth dispatches a technician on a UNTW trouble reported by AT&T AND TC SYSTEMS and no trouble is found on the BellSouth facility, BellSouth will charge AT&T AND TC SYSTEMS for time spent on the dispatch and UNTW testing.
- 2.8.3.3.11 AT&T AND TC SYSTEMS will pay a non-recurring charge per pair for UNTW pair activation, a monthly recurring charge per pair for use of a UNTW MDU pair and a non-recurring charge per pair for each UNTW garden terminal MDU pair disconnected when AT&T AND TC SYSTEMS is no longer providing service to the end-user. These charges are set forth in Exhibit A.
- 2.8.3.3.12 If AT&T AND TC SYSTEMS or a third party service provider (other CLEC) has not activated at least one (1) pair on each IAT installed, as requested on the SI within six (6) months of completion of IAT installation, BellSouth will issue an order for activation/billing of one (1) pair at an IAT, subject to the terrain, work permits, and equipment delivery.
- 2.8.3.3.13 If BellSouth determines that AT&T AND TC SYSTEMS is using a UNTW pair without reporting activation to BellSouth, the following charges shall apply in addition to any fines which may be established by the Commission and any other remedies at law or in equity available to BellSouth.

- 2.8.3.3.14 If AT&T AND TC SYSTEMS activated a UNTW pair on which BellSouth was not previously providing service, AT&T AND TC SYSTEMS will be billed for the use of that UNTW pair back to the date the end-user began receiving service using that UNTW pair. Upon reasonable request, AT&T AND TC SYSTEMS will provide copies of billing records to substantiate such date. BellSouth may bill back to the date of the IAT installation if AT&T AND TC SYSTEMS fails to provide such records.
- 2.8.3.3.15 Other forms of MDU Premises Access to UNTW. In the event that AT&T AND TC SYSTEMS requests a form of MDU premises access using UNTW pairs in a manner other than as set forth herein or that is substantially different from the process described in this Agreement, then AT&T AND TC SYSTEMS will utilize the Bona Fide Request Process set forth in Attachment 10 of this Agreement to determine the appropriate terms and conditions for access to UNTW and to establish rates.
- 2.8.3.3.16 Any information about AT&T AND TC SYSTEMS's multiunit premises access that BellSouth obtains pursuant to the activities described in this Section is specifically designated as Confidential Information pursuant to Section 9 of the General Terms and Conditions of this Agreement. In addition to the restrictions on disclosure of Confidential Information set forth in that Section, BellSouth hereby agrees that this information will not be shared with any of BellSouth's retail marketing or sales personnel.
- 2.8.3.3.17 The Parties acknowledge that BellSouth may describe procedures for the provision of unbundled network terminating wire in the CLEC Information Package provided by BellSouth Interconnection Services. To the extent that such procedures conflict with the procedures described in this Agreement, this Agreement will control; provided, however, that, at the request of BellSouth, AT&T AND TC SYSTEMS will negotiate in good faith to amend this Agreement to incorporate any BellSouth procedures that differ from the procedures in this Agreement. To the extent the Parties cannot agree on such an amendment, either Party may pursue the dispute resolution process set forth in the General Terms and Conditions of this Agreement. BellSouth shall provide notice to AT&T AND TC SYSTEMS of changes in the CLEC Information Package via the carrier notification process prior to implementing such changes.
- 2.8.3.4 Subloop Intra-building Network Cable
- 2.8.3.4.1 BellSouth will install the IAT within sixty (60) days after the submission of the SI or as mutually agreed to by the Parties. BellSouth shall install the IAT in properties identified by AT&T AND TC SYSTEMS in a SI process.
- 2.8.3.4.2 Through the Service Inquiry ("SI") process, BellSouth will determine whether access to USL-INC at the location requested by AT&T AND TC SYSTEMS is

technically feasible and whether sufficient capacity exists in the cross-box.

If existing capacity is sufficient to meet AT&T AND TC SYSTEMS's request, then BellSouth will

perform the set-up as described in the section that follows. Where access to the cross box is infeasible, BellSouth will notify AT&T AND TC SYSTEMS in writing within

five (5) to seven (7) business days through the SI process. Where modifications are necessary to permit access to the cross box, the Parties will work cooperatively to assess the applicability of special construction charges. If the Parties cannot agree regarding such charges, the Parties will escalate to the appropriate level of management or seek resolution pursuant to the dispute resolution process section of the General Terms and Conditions of this Agreement.

2.8.3.4.3 If the ECD reaches jeopardy status and BellSouth is unable to complete the installation and provide access by the ECD, BellSouth will immediately notify AT&T AND TC SYSTEMS of such status and negotiate a revised ECD.

2.8.3.4.4 BellSouth shall notify AT&T AND TC SYSTEMS of the ECD for installation of the IATs and access to the USL-INC pairs and will commence installation of the IATs. In the event BellSouth cannot meet the ECDs set forth in this Attachment BellSouth will notify AT&T AND TC SYSTEMS in writing via the SI process, BellSouth and AT&T AND TC SYSTEMS will work cooperatively to establish a mutually agreeable installation date on an individual case basis to accommodate the layout of the property, number of terminals to be installed, condition of the property, or availability of IAT equipment.

2.8.3.4.5 BellSouth will install a cross connect panel in the building equipment room for the purpose of accessing USL-INC pairs from a building equipment room. The cross-connect panel will function as a SPOI for USL-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for AT&T AND TC SYSTEMS's use on this ct panel. AT&T AND TC SYSTEMS will be responsible for connecting its facilities to the 25-pair cross-connect block(s).

2.8.3.4.6 The site set-up must be completed before AT&T AND TC SYSTEMS can order subloop pairs.

For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice AT&T AND TC SYSTEMS's cable into the crossconnect box. For the site set-up inside a building equipment room, BellSouth will

perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

2.8.3.4.7 Once the site set-up is complete, AT&T AND TC SYSTEMS will request subloop pairs through

submission of a LSR form to the LCSC. For expedite requests by AT&T AND TC SYSTEMS

for subloop pairs, expedite charges will apply for intervals less than 5 days.

2.8.3.4.8 Unbundled Subloops will be provided in accordance with the applicable industry standards.

## **2.8.4            Unbundled Sub-Loop Feeder**

2.8.4.1            To the extent that AT&T AND TC SYSTEMS has Unbundled Sub-Loop Feeder elements as of the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Amendment, AT&T AND TC SYSTEMS will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90)-day period, market-based rates have not been negotiated and AT&T AND TC SYSTEMS has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill AT&T AND TC SYSTEMS any applicable disconnect charges.

## **2.8.5            Unbundled Loop Concentration**

2.8.5.1            Upon the Effective Date of this Amendment, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Amendment will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Amendment and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by AT&T AND TC SYSTEMS, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated.

## **2.8.6            Dark Fiber Loop**

2.8.6.1            Dark Fiber Loop is an unused optical transmission facility, without attached signal regeneration, multiplexing, aggregation or other electronics, from the demarcation point at an End User's premises to the End User's serving wire center. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.

BellSouth will not provide line terminating elements, regeneration or other electronics necessary for AT&T AND TC SYSTEMS to utilize Dark Fiber Loops.

2.8.6.2 Transition for Dark Fiber Loop

2.8.6.2.1 For purposes of this Section 2.8.6, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

2.8.6.2.2 For purposes of this Section 2.8.6, Embedded Base means Dark Fiber Loops that were in service for AT&T AND TC SYSTEMS as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

2.8.6.3 During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for AT&T AND TC SYSTEMS at the terms and conditions set forth in this Attachment.

2.8.6.4 Notwithstanding the Effective Date of this Agreement, the rates for AT&T AND TC SYSTEMS's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.

2.8.6.5 The Transition Period shall apply only to AT&T AND TC SYSTEMS's Embedded Base and AT&T AND TC SYSTEMS shall not add new Dark Fiber Loops pursuant to this Agreement.

2.8.6.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement.

2.8.6.7 No later than June 10, 2006 AT&T AND TC SYSTEMS shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.

2.8.6.7.1 If AT&T AND TC SYSTEMS fails to submit the spreadsheet(s) specified in Section 2.8.6.7 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify AT&T AND TC SYSTEMS's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 2.8.6.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.

- 2.8.6.7.2 For Embedded Base circuits converted pursuant to Section 2.8.6.7 or transitioned pursuant to 2.8.6.7.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

## **2.9 Loop Makeup**

### **2.9.1 Description of Service**

- 2.9.1.1 BellSouth shall make available to AT&T AND TC SYSTEMS LMU information so that AT&T AND TC SYSTEMS can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment AT&T AND TC SYSTEMS intends to install and the services AT&T AND TC SYSTEMS wishes to provide. This section addresses LMU as a preordering transaction, distinct from AT&T AND TC SYSTEMS ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.9.1.2 BellSouth will provide AT&T AND TC SYSTEMS LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.9.1.3 BellSouth's LMU information is provided to AT&T AND TC SYSTEMS as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.
- 2.9.1.4 BST will provide LMU information to the requesting CLEC, if either BST or the requesting CLEC controls the Loop(s) that serve the service location for which LMU information has been requested. When a CLEC other than the CLEC that controls the loop requests LMU information, BST will not provide the LMU unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent with the LMUSI.
- 2.9.1.5 AT&T AND TC SYSTEMS may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by AT&T AND TC SYSTEMS and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL,



or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee AT&T AND TC SYSTEMS's ability to provide advanced data services over the ordered Loop type. Further, if AT&T AND TC SYSTEMS orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. AT&T AND TC SYSTEMS is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

## **2.9.2 Submitting Loop Makeup Service Inquiries**

- 2.9.2.1 AT&T AND TC SYSTEMS may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if AT&T AND TC SYSTEMS needs further Loop information in order to determine Loop service capability, AT&T AND TC SYSTEMS may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.
  - 2.9.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following BellSouth website: <http://interconnection.bellsouth.com/guides/html/unec.html>. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.
- ## **2.9.3 Loop Reservations**
- 2.9.3.1 For a Mechanized LMUSI, AT&T AND TC SYSTEMS may reserve up to ten (10) Loop facilities. For a Manual LMUSI, AT&T AND TC SYSTEMS may reserve up to three (3) Loop facilities.
  - 2.9.3.2 AT&T AND TC SYSTEMS may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to AT&T AND TC SYSTEMS. During and prior to AT&T AND TC SYSTEMS placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If AT&T AND TC SYSTEMS does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

- 2.9.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.
- 2.9.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. AT&T AND TC SYSTEMS will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, AT&T AND TC SYSTEMS does not reserve facilities upon an initial LMUSI, AT&T AND TC SYSTEMS's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2.9.3.5 Where AT&T AND TC SYSTEMS has reserved multiple Loop facilities on a single reservation, AT&T AND TC SYSTEMS may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to AT&T AND TC SYSTEMS, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by AT&T AND TC SYSTEMS.

### **3 Line Sharing**

- 3.1 General
- 3.1.1 Line Sharing is defined as the process by which AT&T AND TC SYSTEMS provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and AT&T AND TC SYSTEMS using the high frequency spectrum (as defined below) of the loop.
- 3.1.2 Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until the earlier of the date the End User discontinues or moves service with AT&T AND TC SYSTEMS. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A.
- 3.1.3 For the period from October 2, 2003, through October 1, 2004, AT&T AND TC SYSTEMS may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A. After October 1, 2004, AT&T AND TC SYSTEMS may not request new Line Sharing arrangements under the terms of this Agreement.
- 3.1.4 The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.

- 3.1.5 As of the earlier of October 2, 2006, or the date that the End User discontinues or moves service with AT&T AND TC SYSTEMS, all Line Sharing arrangements pursuant to Section 3.1.3 of this Attachment shall be terminated.
- 3.1.6 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper Loop facility carrying analog circuit-switched voiceband transmissions. Although the high frequency portion of the loop network element is limited by technology, i.e., is only available on a copper loop facility, access to this network element is not limited to the copper loop facility itself. Access to the High Frequency Spectrum is intended to allow AT&T AND TC SYSTEMS the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. AT&T AND TC SYSTEMS shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.1.7 Currently, for an existing loop, access to the High Frequency Spectrum requires an xDSL compatible copper loop. A conditioned loop is a loop with no load coils, low-pass filters, range extenders, Digital Added Main Lines ("DAML"), or similar devices and minimal bridge taps consistent with the applicable industry standard technical references. BellSouth will provide loop conditioning to AT&T AND TC SYSTEMS in accordance with the High Frequency Spectrum (CO Based) Unbundled Loop Modification CLEC Information Package. Nonrecurring rates for this UNE offering may be found in Exhibit A of this Attachment.
- 3.1.8 BellSouth must condition loops to enable AT&T AND TC SYSTEMS to provide xDSL-based services on the same loops BellSouth is providing analog voice service, regardless of loop length. BellSouth is required to condition loops even if BellSouth itself is not offering xDSL services to the customer on that loop. BellSouth is not required to condition a loop for access to the High Frequency Spectrum if conditioning significantly degrades BellSouth's voice service. Should BellSouth refuse to condition a loop because it will significantly degrade voiceband services, BellSouth must make an affirmative showing to the state commission that conditioning the specific loop in question will significantly degrade the voiceband service. The state commission will determine on a case-by-case basis whether or not a specific loop will significantly degrade the voice service on that loop.
- 3.1.9 Line Sharing shall only be available on Loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User.

In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and AT&T AND TC SYSTEMS desires to continue providing xDSL service on such Loop, AT&T AND TC SYSTEMS shall be required to purchase a full stand-alone Loop UNE. To the extent commercially practicable, BellSouth shall give AT&T AND TC SYSTEMS notice in a reasonable time prior to disconnect, which notice shall give AT&T AND TC SYSTEMS an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and AT&T AND TC SYSTEMS purchases the full stand-alone Loop, AT&T AND TC SYSTEMS may elect the type of Loop it will purchase. AT&T AND TC SYSTEMS will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A to this Attachment. In the event AT&T AND TC SYSTEMS purchases a voice grade Loop, AT&T AND TC SYSTEMS acknowledges that such Loop may not remain xDSL compatible.

3.1.10 If AT&T AND TC SYSTEMS reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge AT&T AND TC SYSTEMS for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.

3.1.11 Only one CLEC shall be permitted access to the High Frequency Spectrum of any particular Loop.

3.2 **Provisioning of Line Sharing and Splitter Space**

3.2.1 BellSouth will provide AT&T AND TC SYSTEMS with access to the High Frequency Spectrum as follows:

3.2.1.1 To order High Frequency Spectrum on a particular Loop, AT&T AND TC SYSTEMS must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office or other network location that can serve the End User of such Loop.

3.2.1.2 AT&T AND TC SYSTEMS may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty-six (36) calendar days of AT&T AND TC SYSTEMS's submission of an error free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.

3.2.1.3 Once a splitter is installed on behalf of AT&T AND TC SYSTEMS in a central office in which AT&T AND TC SYSTEMS is located, AT&T AND TC SYSTEMS shall be entitled to order the High Frequency Spectrum on lines served

out of that central office. BellSouth will bill and AT&T AND TC SYSTEMS shall pay the electronic or manual ordering charges as applicable when AT&T AND TC SYSTEMS orders High Frequency Spectrum for End User service.

- 3.2.1.4 BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for AT&T AND TC SYSTEMS's data.

### **3.3 BellSouth Provided Splitter – Line Sharing**

- 3.3.1 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide AT&T AND TC SYSTEMS access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to AT&T AND TC SYSTEMS's xDSL equipment in AT&T AND TC SYSTEMS's collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide AT&T AND TC SYSTEMS with a carrier notification letter, informing AT&T AND TC SYSTEMS of change. AT&T AND TC SYSTEMS shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. AT&T AND TC SYSTEMS shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.
- 3.3.2 BellSouth will install the splitter in (i) a common area close to AT&T AND TC SYSTEMS's collocation area, if possible; or (ii) in a BellSouth relay rack as close to AT&T AND TC SYSTEMS's DS0 termination point as possible. Placement of the splitter shall not increase AT&T AND TC SYSTEMS's cost of cabling or other activities related to the installation of a splitter. AT&T AND TC SYSTEMS shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. A Termination Point is defined as the point of termination for AT&T AND TC SYSTEMS on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross-connect the splitter data ports to a specified AT&T AND TC SYSTEMS DS0 at such time that BellSouth completes the order as submitted by AT&T AND TC SYSTEMS.

### **3.4 CLEC Provided Splitter – Line Sharing**

- 3.4.1 AT&T AND TC SYSTEMS may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. AT&T AND TC SYSTEMS may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.

3.4.2 Any splitter installed by AT&T AND TC SYSTEMS shall comply with the ANSI T1.413, Annex E, any future ANSI splitter Standard, or any splitters deploys or permitted by BellSouth or its affiliate. AT&T AND TC SYSTEMS may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.

3.4.3 Any splitter installed by BST shall comply with the ANSI T1.413, Annex E, or any future ANSI splitter Standard.

### **3.5 Ordering – Line Sharing**

3.5.1 AT&T AND TC SYSTEMS shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.

3.5.2 BellSouth will provide AT&T AND TC SYSTEMS the LSR format to be used when ordering the High Frequency Spectrum.

3.5.3 BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

3.5.4 BellSouth will provide AT&T AND TC SYSTEMS access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and AT&T AND TC SYSTEMS shall pay the rates for such services, as described in Exhibit A.

### **3.6 Maintenance and Repair – Line Sharing**

3.6.1 AT&T AND TC SYSTEMS shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If AT&T AND TC SYSTEMS is using a BellSouth owned splitter, AT&T AND TC SYSTEMS may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If AT&T AND TC SYSTEMS provides its own splitter, it may test from the collocation space or the Termination Point.

3.6.2 BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. AT&T AND TC SYSTEMS will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

- 3.6.3 AT&T AND TC SYSTEMS shall inform its End Users to direct data problems to AT&T AND TC SYSTEMS, unless both voice and data services are impaired, in which event the End Users should call BellSouth.
- 3.6.4 Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 3.6.5 In the event that AT&T AND TC SYSTEMS's deployment of xDSL on the High Frequency Spectrum degrades the voice service such that the end user cannot place a call or the degradation is E911 service affecting, BellSouth will restore the service to its original state and AT&T AND TC SYSTEMS shall pay for such restoration at the loop conditioning rate. . Notwithstanding anything else to the contrary in this Agreement, when BellSouth receives a trouble and isolates the trouble to the physical collocation arrangement belonging to AT&T AND TC SYSTEMS, BellSouth will notify AT&T AND TC SYSTEMS and bill AT&T AND TC SYSTEMS the NTF charges as described in 3.1.10 above. BellSouth will call AT&T AND TC SYSTEMS and inform AT&T AND TC SYSTEMS of the trouble in its equipment. AT&T AND TC SYSTEMS may initiate the BellSouth Customer Wholesale Interconnection Network Services (CWINS) Maintenance Change Process for CLEC Connecting Facility Assignments (CFA) to restore the data service.

### **3.7 Line Splitting**

- 3.7.1 Line Splitting – a competing carrier (AT&T AND TC SYSTEMS or data LEC, but not an incumbent LEC) seeks to provide combined voice and data services on the same unbundled loop, or two competing carriers join to provide voice and data services.
- 3.7.2 In the event AT&T AND TC SYSTEMS provides its own switching, obtains switching from a third party or AT&T AND TC SYSTEMS obtains switching from a separately negotiated agreement with BellSouth, AT&T AND TC SYSTEMS may engage in line splitting arrangements with another CLEC using a splitter, provided by AT&T AND TC SYSTEMS, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.7.3 BellSouth will make all necessary network modifications including providing non-discriminatory access to operational support systems necessary for preordering, ordering, provisioning, maintenance and repair, and billing for loops used in a Line Splitting arrangement. This support will be consistent with the support provided to BellSouth and any of its affiliates providing advanced services on loops.

### **3.8 Maintenance – Line Splitting**

- 3.8.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. AT&T AND TC SYSTEMS will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.
- 3.8.2 AT&T AND TC SYSTEMS shall inform its End Users to direct all problems to AT&T AND TC SYSTEMS or its authorized agent.
- 3.8.3 AT&T AND TC SYSTEMS shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

#### **4 Unbundled Network Element Combinations**

- 4.1 Except as otherwise set forth in this Agreement, upon request, BST shall perform the functions necessary to combine network Elements that BST is required to provide under this Agreement in any manner, even if those elements are not ordinarily combined in BST's network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with BST's network. If required, BellSouth will provide such combinations of Network Elements on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement, Act, all applicable Federal and State rules and law.
- 4.1.1 For purposes of this Section, references to "Currently Combined" Network Elements shall mean that the particular Network Elements requested by AT&T AND TC SYSTEMS are, in fact, already combined by BellSouth in the BellSouth network at the location of AT&T AND TC SYSTEMS's order. A customer may or may not be utilizing this combination at the time of ordering. "Ordinarily Combined" Network Elements shall be provided to AT&T AND TC SYSTEMS pursuant to 47 CFR 51.315. References to "Not Typically Combined" Network Elements shall mean that the particular Network Elements requested by AT&T AND TC SYSTEMS are not elements that BellSouth combines for its use in its network and shall be made available to AT&T AND TC SYSTEMS pursuant to the BFR/NBR process.
- 4.1.2 Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth's network, provided that such combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network.



- 4.1.3 Attachment 2 of this Agreement describes the Network Elements that AT&T AND TC SYSTEMS and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify AT&T AND TC SYSTEMS of the existence of and the technical characteristics of the new or revised Network Element. Upon AT&T AND TC SYSTEMS's identification of a new or revised Network Element, it shall make a request for the Network Element pursuant to Attachment 10 of this Agreement, incorporated herein by this reference.

**4.2 Enhanced Extended Links (EELs)**

- 4.2.1 EELs are combinations of unbundled Loops and unbundled dedicated transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide AT&T AND TC SYSTEMS with non-discriminatory access to EELs where the underlying UNEs are available and in all instances where the requesting carrier meets the eligibility requirements, if applicable.
- 4.2.2 High-capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in 47 CFR 51.318(b). High-capacity EELs must comply with the service eligibility requirements set forth in 4.2.5 below.
- 4.2.3 By placing an order for a high-capacity EEL, AT&T AND TC SYSTEMS thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. BellSouth shall have the right to audit AT&T AND TC SYSTEMS's high-capacity EELs as specified below.
- 4.2.4 If a high-capacity EEL or Ordinarily Combined Network Element is not readily available but can be made available through routine network modifications, as defined by the FCC, AT&T AND TC SYSTEMS may request BellSouth to perform such routine network modifications. The request may not be used to place fiber. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of authorization by AT&T AND TC SYSTEMS, BellSouth shall perform the routine network modifications.
- 4.2.5 Service Eligibility Criteria
- 4.2.5.1 AT&T AND TC SYSTEMS must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

- 4.2.5.1.1 AT&T AND TC SYSTEMS has received state certification to provide local voice service in the area being served;
- 4.2.5.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:
  - 4.2.5.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;
  - 4.2.5.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;
  - 4.2.5.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
  - 4.2.5.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 CFR 51.318(c);
  - 4.2.5.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which AT&T AND TC SYSTEMS will transmit the calling party's number in connection with calls exchanged over the trunk;
  - 4.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, AT&T AND TC SYSTEMS will have at least one (1) active DS1 local service interconnection trunk over which AT&T AND TC SYSTEMS will transmit the calling party's number in connection with calls exchanged over the trunk;
  - 4.2.5.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 4.2.6 BellSouth may, on an annual basis, audit AT&T AND TC SYSTEMS's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). AT&T AND TC SYSTEMS shall be given 30 days notice of the scheduled audit. BellSouth shall direct its auditor to provide a copy of its report to AT&T AND TC SYSTEMS at the same time it provides the report to BellSouth. To the extent the independent auditor's report concludes that AT&T AND TC SYSTEMS failed to comply with the service eligibility criteria, AT&T AND TC SYSTEMS must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make

the correct payments on a going-forward basis. In the event the auditor's report concludes that, AT&T AND TC SYSTEMS did not comply in any material respect with the service eligibility criteria, AT&T AND TC SYSTEMS shall reimburse BellSouth for the cost of the independent auditor within 30 days after receiving a statement of such costs. To the extent the auditor's report concludes that AT&T AND TC SYSTEMS did comply in all material respects with the service eligibility criteria, then AT&T AND TC SYSTEMS will provide to the auditor a statement of AT&T AND TC SYSTEMS's costs associated with complying with any requests of the auditor. BellSouth will reimburse AT&T AND TC SYSTEMS for its reasonable and demonstrable costs associated with the audit within 30 days after receiving AT&T AND TC SYSTEMS's statement. AT&T AND TC SYSTEMS will maintain appropriate documentation to support its certifications of compliance with the Service Eligibility Criteria.

- 4.2.7 In the event AT&T AND TC SYSTEMS converts special access services to UNEs, BST shall impose any applicable tariffed termination liability provisions in any applicable special access tariffs.

#### **4.3 Rates**

- 4.3.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the rates associated with such combinations. Where a Currently Combined combination is not specifically set forth in Exhibit A, the rate for such Currently Combined combination of Network Elements shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibit A.
- 4.3.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A of this Attachment shall be the non-recurring and recurring charges for those combinations. Where an Ordinarily Combined combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A.
- 4.3.3 To the extent AT&T AND TC SYSTEMS requests a Combination for which BST does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

#### **5 Dedicated Transport and Dark Fiber Transport**

- 5.1 Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire

centers or switches owned by BellSouth and switches owned by AT&T AND TC SYSTEMS. Including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to AT&T AND TC SYSTEMS. BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 5.2 below, BellSouth shall not be required to provide to AT&T AND TC SYSTEMS unbundled access to Dedicated Transport that does not connect a pair of wire centers or switches owned by BellSouth ("Entrance Facilities").

5.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

- 5.2.1 For purposes of this Section 5.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport, Embedded Base Entrance Facilities and for Excess DS1 and DS3 Dedicated Transport, is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 5.2.2 For purposes of this Section 5.2 Embedded Base means DS1 and DS3 Dedicated Transport that were in service for AT&T AND TC SYSTEMS as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in Section 5.2.6.1 or 5.2.6.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.2.3 For purposes of this Section 5, Embedded Base Entrance Facilities means Entrance Facilities that were in service for AT&T AND TC SYSTEMS as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 5.2.4 For purposes of this Section 5, Excess DS1 and DS3 Dedicated Transport means those AT&T AND TC SYSTEMS DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 5.4.6. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 5.2.5 For purposes of this Section 5.2, a Business Line, Wire Center, and Fiber-Based Collocator is as defined in 47 C.F.R. § 51.5.
- 5.2.6 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 5.2 only for AT&T AND TC SYSTEMS's Embedded Base during the Transition Period:
- 5.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 or more Business Lines or four (4) or more fiber-based collocators.

- 5.2.6.2 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 5.2.6.3 A list of wire centers meeting the criteria set forth in Section 5.2.6.1 or 5.2.6.2 above as of March 10, 2005, is available on BellSouth's Interconnection Services Web site at [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com), as (Initial Wire Center List).
- 5.2.6.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Entrance Facilities only for AT&T AND TC SYSTEMS's Embedded Base Entrance Facilities and only during the Transition Period.
- 5.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for AT&T AND TC SYSTEMS's Embedded Base of DS1 and DS3 Dedicated Transport and for AT&T AND TC SYSTEMS's Excess DS1 and DS3 Dedicated Transport, as described in this Section 5.2, shall be as set forth in Exhibit B, and the rates for AT&T AND TC SYSTEMS's Embedded Base Entrance Facilities as described in this Section 5.2 shall be as set forth in Exhibit A.
- 5.2.6.5.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to AT&T AND TC SYSTEMS's Embedded Base of DS1 and DS3 Loops and Embedded Base Entrance Facilities that were not collected for the period between March 11, 2005 and the effective date of this Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where AT&T AND TC SYSTEMS timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.
- 5.2.6.6 The Transition Period shall apply only to (1) AT&T AND TC SYSTEMS's Embedded Base and Embedded Base Entrance Facilities; and (2) AT&T AND TC SYSTEMS's Excess DS1 and DS3 Dedicated Transport. AT&T AND TC SYSTEMS shall not add new Entrance Facilities pursuant to this Agreement. Further, AT&T AND TC SYSTEMS shall not add new DS1 or DS3 Dedicated Transport as described in this Section 5.2 pursuant to this Agreement, except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment and as set forth in Section 5.2.6.10 below.
- 5.2.6.7 Once a wire center exceeds either of the thresholds set forth in Section 5.2.6.1, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 5.2.6.8 Once a wire center exceeds either of the thresholds set forth in Section 5.2.6.2, no future DS3 Dedicated Transport will be required in that wire center.
- 5.2.6.9 No later than December 9, 2005 AT&T AND TC SYSTEMS shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base

Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other BellSouth services) pursuant to Section 1.6. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in AT&T AND TC SYSTEMS's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.

- 5.2.6.9.1 If AT&T AND TC SYSTEMS fails to submit the spreadsheet(s) specified in Section 5.2.6.9 above for at least 95% of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, BellSouth will identify AT&T AND TC SYSTEMS's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 5.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T AND TC SYSTEMS failed to submit spreadsheets or to convert 5% or less of AT&T AND TC SYSTEMS's Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, BellSouth will not convert such 5% or less of its Embedded Base and Excess DS1 and DS3 Loops, but will alert AT&T AND TC SYSTEMS of the 5% or less of the Embedded Base and Excess DS1 and DS3 Loops that was not converted by AT&T AND TC SYSTEMS and allow AT&T AND TC SYSTEMS thirty (30) days to convert such DS1 and DS3 Loops. To the extent that AT&T AND TC SYSTEMS fails to convert the remaining Embedded Base and Excess DS1 and DS3 Loops within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.
- 5.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 5.1.6.9 or transitioned pursuant to 5.1.6.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 5.2.6.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.2.6.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.2.6.1 or 5.2.6.2, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in CNL. Each

such list of additional wire centers shall be considered a Subsequent Wire Center List.

- 5.2.6.10.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.
- 5.2.6.10.3 For purposes of Section 5.2.6.10, BellSouth shall make available DS1 and DS3 Dedicated Transport that was in service for AT&T AND TC SYSTEMS in a wire center on the Subsequent Wire Center List as of the fourteen (14<sup>th</sup>) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.2.6.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 5.2.6.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.2.6.10.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List AT&T AND TC SYSTEMS shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 5.2.6.10.6.1 If AT&T AND TC SYSTEMS fails to submit the spreadsheet(s) specified in Section 5.1.6.10.6 above for 95% or more of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify AT&T AND TC SYSTEMS's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T AND TC SYSTEMS failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of AT&T AND TC SYSTEMS's Subsequent Embedded Base, but will alert AT&T AND TC SYSTEMS of the 5% or less of its Subsequent Embedded Base that was not converted by AT&T AND TC SYSTEMS and allow AT&T AND TC SYSTEMS thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent AT&T AND TC

SYSTEMS fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

- 5.2.6.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.2.6.10.6 or transitioned pursuant to Section 5.2.6.10.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

5.3 BellSouth shall:

- 5.3.1 Provide AT&T AND TC SYSTEMS exclusive use of Dedicated Transport to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

- 5.3.2 Provide all technically feasible features, functions, and capabilities of the transport facility;

- 5.3.3 Permit, to the extent technically feasible, AT&T AND TC SYSTEMS to connect such interoffice facilities to equipment designated by AT&T AND TC SYSTEMS, including but not limited to, AT&T AND TC SYSTEMS's collocated facilities; and

- 5.3.4 Permit, to the extent technically feasible, AT&T AND TC SYSTEMS to obtain the functionality provided by BellSouth's digital cross-connect systems.

**5.4 Dedicated Transport**

- 5.4.1 BellSouth shall offer Dedicated Transport in each of the following ways:

- 5.4.1.1 As capacity on a shared UNE facility.

- 5.4.1.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to AT&T AND TC SYSTEMS.

- 5.4.1.3 As a system (i.e., the equipment and facilities used to provide Dedicated Transport) dedicated to AT&T AND TC SYSTEMS.

- 5.4.2 When Dedicated Transport is provided as a circuit or as capacity on a high facility system, it shall be operated in parity with the BellSouth's normal operations practices and shall include (as appropriate):

- 5.4.2.1 Multiplexing functionality;

- 5.4.2.2 Grooming functionality; and



- 5.4.2.3 Redundant equipment and facilities necessary to support protection and restoration.
- 5.4.3 When Dedicated Transport is provided as a system it shall include suitable transmission facilities and equipment, operated in parity with the BellSouth's normal operations practices as required, which shall include:
  - 5.4.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
  - 5.4.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;
  - 5.4.3.3 Redundant equipment and facilities necessary to support protection and restoration; and
  - 5.4.3.4 Dark Fiber transport provides a fiber optic interface at each end of an unlit fiber cable. When providing dark fiber cable the BellSouth will provide the manufacturers cable characteristics such as multi-mode or single mode and fiber length.
    - 5.4.3.4.1 Dedicated Transport includes the Digital Cross-Connect System (DCS) functionality as an option.
- 5.4.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 5.4.5 AT&T AND TC SYSTEMS may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A for which dedicated DS3 transport is available as unbundled transport. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 5.4.6 Any request to re-terminate one end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.
- 5.4.7 If Dedicated Transport is not readily available but can be made available through routine network modifications, as defined by the FCC, AT&T AND TC

SYSTEMS may request BellSouth to perform such routine network modifications. The request may not be used to place fiber cable. BellSouth will provide a price quote for the request, and upon authorization and an error free LSR from AT&T AND TC SYSTEMS, BellSouth shall perform the routine network modifications within BellSouth's standard Loop provisioning interval. Where BellSouth has recovered the costs for a routine network modification through its recurring and nonrecurring charges for the element provided, BellSouth will not seek to double recover such costs.

#### 5.4.8 Technical Requirements

5.4.8.1 The entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to AT&T AND TC SYSTEMS designated traffic.

5.4.8.2 For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.

5.4.9 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

5.4.9.1 DS0 Equivalent;

5.4.9.2 DS1;

5.4.9.3 DS3; and

5.4.9.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

5.4.10 BellSouth shall design Dedicated Transport according to its network infrastructure. AT&T AND TC SYSTEMS shall specify the termination points for Dedicated Transport.

5.4.11 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references. Absent any applicable industry standards, BellSouth's Technical References shall apply in a nondiscriminatory manner consistent with 47 CFR 51.311b.

#### 5.5 Unbundled Channelization (Multiplexing)

5.5.1 To the extent AT&T AND TC SYSTEMS is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or

DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross connect system at the discretion of BellSouth. Once UC has been installed, AT&T AND TC SYSTEMS may request channel activation on an as needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

5.5.2 BellSouth shall make available the following channelization systems and interfaces:

5.5.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.

5.5.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.5.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

5.5.2.4 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.

5.5.3 Technical Requirements

5.5.3.1 In order to assure proper operation with BellSouth provided central office multiplexing functionality, AT&T AND TC SYSTEMS's channelization equipment must adhere strictly to form and protocol standards. AT&T AND TC SYSTEMS must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

5.5.3.2 TR 73501 LightGate<sup>®</sup> Service Interface and Performance Specifications, Issue D, June 1995

**5.6 Dark Fiber Transport**

5.6.1 Unused Transmission Media includes existing loops and interoffice transmission facilities both lit and unlit, defined as set forth in FCC Rule 51.319 that is not used for existing service or maintenance of existing service or defective or in the case of dark fiber as outlined in paragraph 5.6.2. Except as set forth in Section 5.6.3 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

- 5.6.2 Dark Fiber Transport is strands of optical fiber existing in aerial or underground structure. BellSouth will not provide line terminating elements, regeneration or other electronics necessary for AT&T AND TC SYSTEMS to utilize Dark Fiber Transport. If the requested fiber section has any intervening (i.e., lightwave repeater (regenerator or optical amplifier)) equipment interspliced to it BellSouth will remove such equipment at AT&T AND TC SYSTEMS's request subject to time and charges required to remove this equipment.
- 5.6.3 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities
- 5.6.3.1 For purposes of this Section 5.6.3, the Transition Period for the Embedded Base of Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 5.6.3.2 For purposes of this Section 5.6.3, Embedded Base means Dark Fiber Transport that was in service for AT&T AND TC SYSTEMS as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 5.6.3.4.1. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 5.6.3.3 For purposes of this Section 5.6.3, a Business Line, Wire Center, and Fiber-Based Collocator is as defined in 47 C.F.R. § 51.5.
- 5.6.3.4 Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 5.6.3 only for AT&T AND TC SYSTEMS's Embedded Base during the Transition Period:
- 5.6.3.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.
- 5.6.3.5 A list of wire centers meeting the criteria set forth in Section 5.6.3.4 above as of March 10, 2005, ("Initial List") is available on BellSouth's Interconnection Services Web site at [www.interconnection.bellsouth.com](http://www.interconnection.bellsouth.com).
- 5.6.3.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for AT&T AND TC SYSTEMS's Embedded Base of Dark Fiber Transport as described in Section 5.6.3.2 shall be as set forth in Exhibit B and the rates for AT&T AND TC SYSTEMS's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 5.6.3 shall be as set forth in Exhibit A.
- 5.6.3.6.1 On the effective date of this agreement, BellSouth may assess a true up charge as necessary, back to March 11, 2005 to collect any transitional charges applicable to AT&T AND TC SYSTEMS's Embedded Base of Dark Fiber Transport that were not collected for the period between March 11, 2005 and the effective date of this

Agreement. Although true up charges may be assessed back to March 11, 2005, no late payments or penalties may be calculated where AT&T AND TC SYSTEMS timely pays the true up charge within the billing cycle time allotted from receipt of the true up bill.

- 5.6.3.7 The Transition Period shall apply only to AT&T AND TC SYSTEMS's Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities. AT&T AND TC SYSTEMS shall not add new Dark Fiber Transport as described in this Section 5.6.3 except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment and as set forth in Section 5.6.3.10 below. Further, AT&T AND TC SYSTEMS shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 5.6.3.8 Once a wire center exceeds either of the thresholds set forth in Section 5.6.3.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.
- 5.6.3.9 No later than June 10, 2006 AT&T AND TC SYSTEMS shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other BellSouth services as Conversions pursuant to Section 1.6. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 5.6.3.9.1 If AT&T AND TC SYSTEMS fails to submit the spreadsheet(s) specified in Section 5.6.3.9 above for all of its Embedded Base prior to June 10, 2006, BellSouth will identify AT&T AND TC SYSTEMS's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth pursuant to this Section 5.6.3.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs.
- 5.6.3.9.2 For Embedded Base circuits converted pursuant to Section 5.6.3.9 or transitioned pursuant to 5.6.3.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 5.6.3.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 5.6.3.10.1 In the event BellSouth identifies additional wire centers that meet the criteria set forth in Section 5.6.3.4.1, but that were not included in the Initial Wire Center List, BellSouth shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a "Subsequent Wire Center List".

- 5.6.3.10.2 Effective fourteen (14) days after the date of a BellSouth CNL providing a Subsequent Wire Center List, BellSouth shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.6 of this Attachment.
- 5.6.3.10.3 For purposes of Section 5.6.3.10, BellSouth shall make available Dark Fiber Transport that were in service for AT&T AND TC SYSTEMS in a wire center on the Subsequent Wire Center List as of the tenth (14<sup>th</sup>) day after the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and twenty (120) days after the fourteenth (14th) day from the date of BellSouth's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 5.6.3.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 5.6.3.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 5.6.3.10.6 No later than sixty (60) days from BellSouth's CNL identifying the Subsequent Wire Center List AT&T AND TC SYSTEMS shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other BellSouth services. The Parties agree to work cooperatively to confirm that the facilities on the spreadsheet are the facilities to be included in AT&T AND TC SYSTEMS's Subsequent Embedded Base. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base. BellSouth shall charge the non-recurring switch-as-is rate for these conversions.
- 5.6.3.10.6.1 If AT&T AND TC SYSTEMS fails to submit the spreadsheet(s) specified in Section 5.6.3.10.6 above for at least 95% of its Subsequent Embedded Base within sixty (60) days after the date of BellSouth's CNL identifying the Subsequent Wire Center List, BellSouth will identify AT&T AND TC SYSTEMS's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed BellSouth service(s). Those circuits identified and transitioned by BellSouth shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed BellSouth service as set forth in BellSouth's tariffs. If it is determined that AT&T AND TC SYSTEMS failed to submit spreadsheets or to convert 5% or less of its Subsequent Embedded Base, BellSouth will not convert such 5% or less of AT&T AND TC SYSTEMS's Subsequent Embedded Base, but will alert AT&T AND TC SYSTEMS of the 5% or less of its Subsequent Embedded Base that was not converted by AT&T AND TC SYSTEMS and allow AT&T AND TC

SYSTEMS thirty (30) days to convert such 5% or less of its Subsequent Embedded Base. To the extent AT&T AND TC SYSTEMS fails to convert the remaining Subsequent Embedded Base within such thirty (30) day period, BellSouth will identify and transition such circuits as described in this paragraph.

- 5.6.3.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 5.6.3.10.6 or transitioned pursuant to Section 5.6.3.10.6.1, the applicable recurring tariff. Charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

## 5.7 Rearrangements

- 5.7.1 A request to move a working AT&T AND TC SYSTEMS CFA to another AT&T AND TC SYSTEMS CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates are set forth in Exhibit A.
- 5.7.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.7.3 Upon request of AT&T AND TC SYSTEMS, BellSouth shall project manage the Change in CFA or re-termination of a facility as described in Sections 5.7.1 and 5.7.2 above and AT&T AND TC SYSTEMS may request OC-TS for such orders
- 5.7.4 BellSouth shall accept a Letter of Authorization (LOA) between AT&T AND TC SYSTEMS and another carrier that will allow AT&T AND TC SYSTEMS to connect a facility, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.

## 6 Databases

- 6.1 Call Related Databases are the databases set forth in this Attachment, other than OSS, that are used in signaling networks for billing and collection, or the transmission, routing or other provision of a telecommunications service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point\Databases, Local Number Portability Databases, and SS7 Network Interconnection at the prices set forth herein where BellSouth is required to

provide and is providing unbundled access to local circuit switching to AT&T AND TC SYSTEMS.

**7      BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service**

7.1      The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At AT&T AND TC SYSTEMS's option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by AT&T AND TC SYSTEMS.

7.2      The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.

**8      Line Information Database Storage**

8.1      The LIDB is a database that stores current information on working telephone numbers and billing account numbers. LIDB data is used by BellSouth's customers that subscribe to LIDB access to facilitate the proper completion of calls and/or the billing of such calls to the appropriate subscriber line, and for fraud prevention.

8.2      LIDB storage shall be available to AT&T AND TC SYSTEMS when AT&T AND TC SYSTEMS is a Facility Based Carrier. Such LIDB storage shall be at the request of AT&T AND TC SYSTEMS to the BellSouth Account Manager. AT&T AND TC SYSTEMS shall provide initial data, additions, updates and deletions to BellSouth to populate LIDB with AT&T AND TC SYSTEMS's end user information.

8.3      BellSouth provides access to information in its LIDB, including AT&T AND TC SYSTEMS end user information to its LIDB customers via queries to LIDB. Information stored in the BellSouth LIDB for AT&T AND TC SYSTEMS pursuant to this agreement shall be available to BellSouth and its LIDB customers who launch queries to the LIDB.

8.4      BellSouth shall enable AT&T AND TC SYSTEMS to store in BellSouth's LIDB any subscriber line number or special billing number record.



- 8.5 BellSouth will administer the data provided by AT&T AND TC SYSTEMS pursuant to this Agreement in the same manner as BellSouth administers its own end user customer data.
- 8.6 AT&T AND TC SYSTEMS is responsible for the completeness and accuracy of the data being provided to BellSouth, and for providing updates and changes in a timely manner.
- 8.7 When necessary for fraud control measures, BellSouth may perform additions, updates and deletions of AT&T AND TC SYSTEMS data to the LIDB (e.g., calling card auto-deactivation).
- 8.8 BellSouth shall provide priority updates to LIDB for AT&T AND TC SYSTEMS data upon AT&T AND TC SYSTEMS's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail.
- 8.9 BellSouth shall perform periodic backup and recovery of all of AT&T AND TC SYSTEMS's data in LIDB.
- 8.10 BellSouth shall prevent any access to or use of AT&T AND TC SYSTEMS data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by AT&T AND TC SYSTEMS in writing.
- 8.11 Upon request by AT&T AND TC SYSTEMS, BellSouth shall provide AT&T AND TC SYSTEMS performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by AT&T AND TC SYSTEMS at least at parity with BellSouth Customer Data.
- 8.12 BellSouth shall not be responsible to AT&T AND TC SYSTEMS for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changes by BellSouth in its sole discretion from time to time.
- 8.13 Other LIDB services, such as transport services or LIDB query services, are available pursuant to BellSouth's Tariffs.
- 8.14 AT&T AND TC SYSTEMS will not be charged a fee for LIDB storage services provided by BellSouth to AT&T AND TC SYSTEMS pursuant to this Agreement.
- 8.15 Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any other taxing authority to be due to any federal, state or local

taxing jurisdiction with respect to the provision of the services set forth herein will be paid by AT&T AND TC SYSTEMS.

## **9            Signaling**

9.1            BellSouth shall offer access to signaling and access to BellSouth's signaling databases at the rates set forth in Attachment 3. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

9.2            When AT&T AND TC SYSTEMS purchases unbundled local switching from BellSouth, BellSouth must provide AT&T AND TC SYSTEMS with unbundled access to BellSouth's signaling network at no additional charge or network infrastructure requirement. Where AT&T AND TC SYSTEMS is a facilities based carrier looking to purchase access to BellSouth's signalling network, AT&T AND TC SYSTEMS shall purchase the appropriate network components from BellSouth at a market-based rate.

9.3            When AT&T AND TC SYSTEMS provides its own signaling or obtains signaling service from a third party provider, BellSouth is obliged to provide seamless interconnection between its signaling network and that of AT&T AND TC SYSTEMS or the alternative supplier(s).

## **9.4            Signaling Link Transport**

9.4.1            Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between AT&T AND TC SYSTEMS designated Signaling Points of Interconnection that provide appropriate physical diversity.

### **9.4.2            Technical Requirements**

9.4.3            Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

9.4.3.1            As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

9.4.3.2            As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

9.4.4            Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

- 9.4.4.3 An A-link layer shall consist of two (2) links.
- 9.4.4.4 A B-link layer shall consist of four (4) links.
- 9.4.4.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
- 9.4.4.6 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two (2) separate physical paths end-to-end); and
- 9.4.4.7 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 9.4.5 Interface Requirements
- 9.4.5.1 There shall be a DS1 (1.544 Mbps) interface at AT&T AND TC SYSTEMS's designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 9.5 Signaling Transfer Points
- 9.5.1 A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.
- 9.5.2 Technical Requirements
- 9.5.2.1 STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third-party local or tandem switching and third-party-provided STPs.
- 9.5.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 9.5.2.3 If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a AT&T AND TC SYSTEMS local switch and third party

local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between AT&T AND TC SYSTEMS local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

- 9.5.2.4 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as defined in Telcordia ANSI Interconnection Requirements. This includes Global Title Translation (GTT) and SCCP Management procedures, as specified in ANSI T1.112.4. Where the destination signaling point is a AT&T AND TC SYSTEMS or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a AT&T AND TC SYSTEMS database, then AT&T AND TC SYSTEMS agrees to provide BellSouth with the Destination Point Code for AT&T AND TC SYSTEMS database.
- 9.5.2.5 STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT).
- 9.5.2.6 Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a AT&T AND TC SYSTEMS or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. When BellSouth's Internetwork MRVT and SRVT capabilities become approved ANSI standards and available capabilities of BellSouth STPs, BellSouth will provide notice of such to AT&T AND TC SYSTEMS.
- 9.6 **SS7**
- 9.6.1 When technically feasible and upon request by AT&T AND TC SYSTEMS, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with AT&T AND TC SYSTEMS's SS7 network to exchange TCAP queries and responses with a AT&T AND TC SYSTEMS SCP.

9.6.2 SS7 AIN Access shall provide AT&T AND TC SYSTEMS SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and AT&T AND TC SYSTEMS SS7 Networks. BellSouth shall offer SS7 AIN Access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the AT&T AND TC SYSTEMS SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

9.6.3 Interface Requirements

9.6.3.1 BellSouth shall provide the following STP options to connect AT&T AND TC SYSTEMS or AT&T AND TC SYSTEMS-designated local switching systems to the BellSouth SS7 network:

9.6.3.1.1 An A-link interface from AT&T AND TC SYSTEMS local switching systems; and,

9.6.3.1.2 A B-link interface from AT&T AND TC SYSTEMS local STPs.

9.6.3.2 Each type of interface shall be provided by one or more layers of signaling links.

9.6.3.3 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.

9.6.3.4 BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.

9.6.3.5 STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.

9.6.4 Message Screening

9.6.4.1 BellSouth shall set message screening parameters so as to accept valid messages from AT&T AND TC SYSTEMS local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the AT&T AND TC SYSTEMS switching system has a valid signaling relationship.

9.6.4.2 BellSouth shall set message screening parameters so as to pass valid messages from AT&T AND TC SYSTEMS local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the AT&T AND TC SYSTEMS switching system has a valid signaling relationship.

- 9.6.4.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from AT&T AND TC SYSTEMS from any signaling point or network interconnected through BellSouth's SS7 network where the AT&T AND TC SYSTEMS SCP has a valid signaling relationship.

9.7 **Service Control Points (SCP)/Databases**

- 9.7.1 Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

- 9.7.2 If AT&T AND TC SYSTEMS chooses to gain access to BellSouth's call related databases, it may do so by connecting to BellSouth's network at the regional STP level. AT&T AND TC SYSTEMS will not be required to connect to BellSouth's databases at each SCP.

- 9.7.3 A SCP is deployed in a SS7 network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

9.7.4 **Technical Requirements for SCPs/Databases**

- 9.7.4.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 9.7.4.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 9.7.4.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

9.8 **Local Number Portability Database**

- 9.8.1 The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

9.9 **SS7 Network Interconnection**

- 9.9.1 SS7 Network Interconnection is the interconnection of AT&T AND TC SYSTEMS local signaling transfer point switches or AT&T AND TC SYSTEMS local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, AT&T AND TC SYSTEMS local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network. AT&T AND TC SYSTEMS will only be required to connect to BellSouth at a minimum of one point per LATA.
- 9.9.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and AT&T AND TC SYSTEMS or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 9.9.3 If traffic is routed based on dialed or translated digits between a AT&T AND TC SYSTEMS local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the AT&T AND TC SYSTEMS local signaling transfer point switches and BellSouth or other third-party local switch.
- 9.9.4 SS7 Network Interconnection shall provide:
- 9.9.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
- 9.9.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
- 9.9.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 9.9.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a AT&T AND TC SYSTEMS local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of AT&T AND TC SYSTEMS local STPs and shall not include SCCP Subsystem Management of the destination.

- 9.9.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 9.9.7 SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 9.9.8 If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 9.9.9 Interface Requirements
- 9.9.9.1 The following SS7 Network Interconnection interface options are available to connect AT&T AND TC SYSTEMS or AT&T AND TC SYSTEMS-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 9.9.9.1.1 A-link interface from AT&T AND TC SYSTEMS local or tandem switching systems; and
- 9.9.9.1.2 B-link interface from AT&T AND TC SYSTEMS STPs.
- 9.9.9.2 The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 9.9.9.3 BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 9.9.9.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 9.9.9.5 BellSouth shall set message screening parameters to accept messages from AT&T AND TC SYSTEMS local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the AT&T AND TC SYSTEMS switching system has a valid signaling relationship.

## **10 Automatic Location Identification/Data Management System (ALI/DMS)**

- 10.1 The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service



provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. AT&T AND TC SYSTEMS will be required to provide BellSouth's Vendor weekly updates to the E911 database when AT&T AND TC SYSTEMS is not purchasing local switching from BellSouth. AT&T AND TC SYSTEMS shall also be responsible for providing BellSouth with data for submission to the 911/E911 database exactly as AT&T AND TC SYSTEMS receives it from the end user customer for the purpose of providing 911/E911 service to its End Users. When AT&T AND TC SYSTEMS purchases local switching from BellSouth, BellSouth will provide the updates and submit the information to the 911/E911 database.

## 10.2 Technical Requirements

- 10.2.1 BellSouth shall provide AT&T AND TC SYSTEMS the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to AT&T AND TC SYSTEMS after AT&T AND TC SYSTEMS provides End User information for input into the ALI/DMS database.
- 10.2.2 AT&T AND TC SYSTEMS shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

## 11 Calling Name Database Service

**This section left blank intentionally**

## 12 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access**

- 12.1 BellSouth shall provide AT&T AND TC SYSTEMS with the information necessary to enter correctly, or format for entry, the information relevant for input into BellSouth's service management system.
- 12.2 BellSouth shall provide AT&T AND TC SYSTEMS the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that BellSouth provides itself.
- 12.3 BellSouth shall provide access to any and all BellSouth non-proprietary service applications resident in BellSouth's SCP. Such access may be from BellSouth's unbundled Local Switching element or, where technically feasible, from AT&T AND TC SYSTEMS's switch.

- 12.4 Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 12.5 BellSouth's Service Creation Environment ("SCE") and Service Management System ("SMS") Advanced Intelligent Network ("AIN") Access shall provide AT&T AND TC SYSTEMS the capability that will allow AT&T AND TC SYSTEMS to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. AT&T AND TC SYSTEMS's service applications interact with AIN triggers provisioned on a BellSouth SSP. BellSouth shall provide AT&T AND TC SYSTEMS access to the BellSouth SCE in a manner equal to what BellSouth provides itself or requesting telecommunications carriers.
- 12.6 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to AT&T AND TC SYSTEMS. Scheduling procedures shall provide AT&T AND TC SYSTEMS equivalent priority to resources. BellSouth shall provide training, documentation, and technical support that will address use of SCE and SMS access and administrative functions but will not include support for the creation of a specific service application.
- 12.7 BellSouth SCP shall partition and protect AT&T AND TC SYSTEMS service logic and data from unauthorized access, execution or other types of compromise.
- 12.8 When AT&T AND TC SYSTEMS selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable AT&T AND TC SYSTEMS to use BellSouth's SCE/SMS AIN Access to create and administer applications.
- 12.9 BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. AT&T AND TC SYSTEMS access will be provided via remote data connection (e.g., dial-in, ISDN).
- 12.10 BellSouth shall allow AT&T AND TC SYSTEMS to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.
- 12.11 When AT&T AND TC SYSTEMS selects SCE/SMS AIN Access for providing services on AT&T AND TC SYSTEMS's network, BellSouth and AT&T AND TC SYSTEMS will work cooperatively to resolve technical and provisioning issues.

**13. 911/E911**

- 13.1 If a municipality has converted to E911 service, AT&T AND TC SYSTEMS will forward 911 calls to the appropriate E911 primary tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the primary tandem trunks are not available, AT&T AND TC SYSTEMS will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party, which is in parity with BellSouth's handling of 911 calls from its customers.

## **13.2 911/E911 Trunks**

- 13.2.1 As provided below, BellSouth shall provide 911/E911 trunk groups provisioned exclusively to carry intraLATA traffic, as designated by AT&T AND TC SYSTEMS.
- 13.2.2 As provided below, BellSouth shall provide 911/E911 trunk groups provisioned exclusively to carry interLATA traffic, as designated by AT&T AND TC SYSTEMS.
- 13.2.3 BellSouth shall provide SS7 trunks, which provide SS7 interconnection. At AT&T AND TC SYSTEMS's request, MF trunks may be substituted for SS7 trunks where applicable.
- 13.2.4 BellSouth shall simultaneously route calls based on dialed digits (in accordance with the standard GR-317-CORE), and Carrier Identification Code (in accordance with the standard GR-394-CORE) over a single SS7 trunk group.

## **13.3 911 and E911**

- 13.3.1 If AT&T AND TC SYSTEMS orders Services and Elements, then AT&T AND TC SYSTEMS is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in this Attachment.
- 13.3.2 Definition
- 13.3.2.1 The 911 and E911 are requirements that provide a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911). 911 Arrangements are arrangements for routing 911 calls from AT&T AND TC SYSTEMS end users to the appropriate PSAP, passing certain end user information for display at the PSAP answering station based on the class of 911 service (911 or E911) deployed in the area. BellSouth shall provide 911 Arrangements to AT&T AND TC SYSTEMS in accordance with the provisions below in areas where AT&T AND TC SYSTEMS is authorized to provide local exchange service and BellSouth is the 911 service provider. The provisions in this Section apply only to

911 Arrangements. The 911 functionality for Local Services Resale shall be governed by provisions in Attachment 1 of this Agreement incorporated herein by reference. In providing 911 Arrangements to AT&T AND TC SYSTEMS, BellSouth shall comply with all laws, rules and regulations concerning emergency services. The 911 and E911 functions provided to AT&T AND TC SYSTEMS shall be at least equal in quality and functionality with the support and services that the BellSouth provides to its own retail end users.

### 13.3.3 Requirements

13.3.3.1 911 Service Provisioning. For 911 service, BellSouth will provide to AT&T AND TC SYSTEMS a list consisting of each municipality that subscribes to 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. AT&T AND TC SYSTEMS will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. AT&T AND TC SYSTEMS will be required to route that call to BellSouth by installing dedicated facilities from its serving wire center to the appropriate BellSouth tandem or end office. When a municipality converts to E911 service, AT&T AND TC SYSTEMS will be required to discontinue the 911 procedures and being using E911 procedures.

13.3.3.2 E911 Service Provisioning. For E911 service, AT&T AND TC SYSTEMS will be required to install a minimum of two dedicated trunks originating from the AT&T AND TC SYSTEMS serving wire center and terminating to the appropriate E911 tandem. The Serving Wire Center must be in the same LATA as the 911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured as part of a digital (1.544 Mb/s) interface (DS1 facility). Either configuration shall use CAMA-type signaling with multifrequency (“MF”) pulsing or SS7/ISUP that will deliver automatic number identification (“ANI”) with the voice portion of the call. If SS7/ISUP connectivity will be used, refer to Appendix A of the E911 Local Exchange Carrier Guide for Facility Based Providers that is located on the BellSouth Interconnection website at <http://www.interconnection.bellsouth.com/guides>. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. AT&T AND TC SYSTEMS will be required to provide BellSouth daily updates to the E911 database. AT&T AND TC SYSTEMS will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T AND TC SYSTEMS will be required to route the call to a designated 10-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth’s

interoffice network and will not carry the ANI of the calling party. AT&T AND TC SYSTEMS shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

#### 13.3.4 Technical Requirements

13.3.4.1 At AT&T AND TC SYSTEMS's request, BellSouth and AT&T AND TC SYSTEMS shall establish dedicated trunk groups to route E911 calls placed by AT&T AND TC SYSTEMS end users to the appropriate BellSouth 911 tandem or selective router. Trunks shall be established as CAMA MF trunks or SS7/ISUP signalling. If SS7/ISUP connectivity will be used, refer to Appendix A of the E911 Local Exchange Carrier Guide for Facility Based Providers that is located on the BellSouth Interconnection website at <http://www.interconnection.bellsouth.com/guides>.

13.3.4.2 BellSouth shall provision 911 trunks within 30 calendar days of receipt of AT&T AND TC SYSTEMS's order, or such shorter time as may be established by law, rule, regulation or Commission or F.C.C. order. Alternatively, at its option, AT&T AND TC SYSTEMS may provide the trunks. Regardless of which party provides the trunks, prior to placing a trunk in service BellSouth and AT&T AND TC SYSTEMS shall cooperate in testing to assure proper functioning of the E911 system for calls delivered over the trunk.

13.3.4.3 BellSouth shall assure sufficient capacity at the 911 tandem or selective router to meet AT&T AND TC SYSTEMS's requests for interconnection within 30 calendar days after receipt of the request. There shall be no limit on the number of trunks used by AT&T AND TC SYSTEMS to connect to the 911 tandem or selective router. Interconnection to the 911 tandem shall be established to provide path and route diversity.

13.3.4.4 BellSouth shall provide the following information to AT&T AND TC SYSTEMS, and shall promptly notify AT&T AND TC SYSTEMS of any changes:

13.3.4.4.1 BellSouth processes and requirements for ordering trunks for 911 trunks and interconnection to the 911 tandem or selective router.

13.3.4.4.2 Trunk group specifications.

13.3.4.4.3 E911 tandem CLLI codes, circuit IDs, point codes, LEC order number, and IS code and address.

13.3.4.4.4 Description of BellSouth's diversity for facility routing.

- 13.3.4.4.5 Maintenance procedures for 911 trunk groups, including, but not limited to, contact names and numbers, escalation lists, and the hours that maintenance is available.
- 13.3.5 E911 Call Routing and Provision Customer Information to PSAP
  - 13.3.5.1 BellSouth shall route E911 calls delivered by AT&T AND TC SYSTEMS to BellSouth's 911 tandems or selective routers to PSAPs in the same manner that BellSouth routes E911 calls from its own retail customers. BellSouth shall provide and validate AT&T AND TC SYSTEMS customer information from the ALI/ANI database in the same manner BellSouth provides and validates information for its own retail customers.
  - 13.3.5.2 BellSouth shall automatically update the ALI/DMS databases with respect to NPA split conversions.
- 13.3.6 Master Street Address Guide ("MSAG")
  - 13.3.6.1 BellSouth shall provide AT&T AND TC SYSTEMS monthly, free of charge, a complete copy of the MSAG via CD Rom which is usable with personal computers. BellSouth shall cooperate with AT&T AND TC SYSTEMS to ensure the accuracy of information about AT&T AND TC SYSTEMS Customers in the MSAG. If BellSouth discovers an error in the MSAG, BellSouth shall notify AT&T AND TC SYSTEMS. It shall be AT&T AND TC SYSTEMS's responsibility to notify the PSAP to assist them in correcting the errors in the MSAG concerning AT&T AND TC SYSTEMS Customers.
- 13.3.7 Other
  - 13.3.7.1 BellSouth shall provide AT&T AND TC SYSTEMS with 10-digit emergency telephone numbers for operator handling of emergency calls, at least equal in quality and functionality with the provisions of such information to itself.
- 13.3.8 Technical References
  - 13.3.8.1 BellSouth shall provide 911 Arrangements to AT&T AND TC SYSTEMS based upon modified NENA 2 Recommendations.
- 13.3.9 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on AT&T AND TC SYSTEMS beyond applicable charges for BellSouth trunking arrangements.
- 13.3.10 The 911 and E911 functions provided to AT&T AND TC SYSTEMS shall be at least at parity with the support and services that BellSouth provides to its end users for such similar functionality.

- 13.3.11 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and AT&T AND TC SYSTEMS to follow in providing 911/E911 services.

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**SC**  
**BellSouth Standard Interconnection Agreement**

<b>Effective Date: 10/26/01</b>	<b>Agreement Expiration Date: 10/25/01</b>
<b>Negotiator: Michael Willis</b>	<b>Negotiator Tel No: 404-927-8003</b>

<b>Attachment Name/Number</b>	<b>Section Number</b>	<b>Version Date</b>	<b>Deviation Y/N</b>	<b>If Deviation, enter Section Number and Brief Description of Deviation. If different by state, note here also.</b>
<b>RATES</b>				
1-Resale		07/25/01	Y	State Specific OSS Rates, Selective carrier routing rates
2-Network Elements & Other Services		07/25/01	Y	State Specific OSS rates
3-Local Interconnection		07/25/01	Y	Bill and Keep trunks and facilities
4-Physical Collocation		07/25/01	N	This is Exhibit B to the Agreement and contains Physical Collocation rates only. Note 1-Grandfathered -48V power rate Note 2-Grandfathered Co-Carrier Rates,
5-Access to Numbers & Number Portability		07/25/01	Y	State Specific Oss Rates, Partial Hunt group rates
6-Billing		07/25/01	N	



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<b>This is a non-standard Agreement. The Parties started with the 3Q99 standard, however, supplemented several sections with more current standard language during the course of the</b>				

Version2Q 6/15/01

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<b>negotiations. Must review actual agreement for provisions.</b>				
<b>LANGUAGE</b>				
Terms/Conditions	1			Provisions of local service and UNEs
	Exhibit A		Y	Disaster Recovery
1-Resale	1	10/29/99		
	Exhibit A			State specific OSS rates added
	Exhibit B			
	Exhibit C			Customized routing rates
2-Network Elements & Other Services	1			Moved language to 2.1
				Has SL1 language, modification and cancellation language (reciprocal)
				Added coordinated cut-over process and procedures language
				Subloop added with a 30 day interval for the IAT
				Line sharing language added
				OLNS
	6	3Q00		No packet switching language
				BellSouth cannot aggregate lines of an end user with multiple locations to get the switching exemption
	Exhibit A			Rates-See above

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	Exhibit B			CNAM
3-Local Interconnection	1	03/06/00		1.8 provisions for the establishment of new POI/BPOI. Specific language regarding the adding of new switches.
				1.9 Bill and keep provisions
				5.3 The parties will negotiated how to treat ISP traffic going forward from 6/14/01.
				Latawide local concept applied to traffic that traditionally has been treated as Intralata toll.
				Neither party will bill each other reciprocal compensation, intercarrier compensation or switched access in connection with VIOP traffic.
	Exhibit A			Rates-see above
	Exhibit B			Space License Agreement-Provisions for BST to locate its equipment on AT&T's premises for the purposes of interconnecting with AT&T.
	Exhibit C-F			Preferred Interconnection Architecture
4-Physical Collocation			Y	This is Attachment 4 to the Interconnection Agreement. This is a non-Standard Physical Collocation terms and conditions for AT&T Collocation Agreement and was negotiated from the 3Q99 standard. .
	1	3Q99 01/07/00	N Y Y	Section 1.2 added clarifying definition to Premises to include adjacent land. Section 1.3 deleted co-carrier cross connects .
	2	3Q99 01/07/00	N	
	3	3Q99 01/07/00	Y	Section 3.4.6 added - BellSouth may not require AT&T to move from adjacent space if physical space becomes available.
	4	3Q99 01/07/00	Y	Section 4.2.1 BST will credit AT&T floor space charge for time AT&T equipment is not operational due to faulty connections on BellSouth side of demarc.
	5	3Q99 01/07/00	Y Y N	Section 5.6 Removed Co-carrier cross connect language Section 5.6.1 Removed Co-carrier cross connect language Section 5.8 Added BST must provide AT&T reasonable access to collocation space

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				during construction after receipt of Bona Fide Firm Order.
	6	3Q99 01/07/00	Y Y Y Y	Section 6 Incorporated State specific standards for Collocation intervals reflected in 4Q01 6-15-01 standard. Section 6.4 BST will use best efforts to complete construction within a maximum of 100 calendar days. Section 6.9 BST will reimburse AT&T for direct result of delays in completion and turnover dates caused by BST.
	7	3Q99 01/07/00	N	Section 7 removed references to fees being remitted up front.
	8	3Q99 01/07/00	N	
	9	3Q99 01/07/00	N	
	10	3Q99 01/07/00	N	
	11	3Q99 01/07/00	Y	Section 11.1 to 11.5 require only a five year background check on TCG employees hired in the past five years. All other TCG employees are required to submit security access form, but are not required to have background check.
	12	3Q99 01/07/00	N	
	13	3Q99 01/07/00	N	
	14	3Q99 01/07/00	N	
	Exhibit B	3Q99 01/07/00	N	Changed reference make it Exhibit A
4-Physical Collocation (Remote Site)	1	06/15/01		Will negotiate later
5-Access to Numbers & Number Portability	1	2Q00		BellSouth will provide ordering support for AT&T" PNP request M-F 8-8, and AT&T shall provide ordering support for BST req. M-F 8-5
	2	2Q00		3.2 Provisions for LERG reassignment, and route indexing as a possible option
	3	2Q00		
	Exhibit A			The Local Number portability Ordering Guide for CLECs
	Exhibit B			Rates Added Partial Hunt Group Rates

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Attachment Name/Number	Section Number	Version Date	Deviation Y/N	If Deviation, enter Section Number and Brief Description of Deviation. If different by state, note here also.
6- Connectivity Billing and Recording	2	10/29/99		1.2.3 ONE year limit on billing except as consistent with state law, and jointly provided services, errors in customer provided data, superceded by a bill Accuracy Certification Agreement. There are listed exceptions
		10/29/99		1.2.5 The BST billing policy that is in effect at the time this agreement is signed will govern the account number structure during the term of this agreement
		10/29/99		1.3 added provisions for Meet point Billing
		10/29/99		1.4 Added provisions for establishing the BANs and billing Collocation.
		10/29/99		1.5 added provisions for right of way billing
		10/29/99		1.11 testing requirements 30 days prior to new release that will effect mechanized bill BST will send it to AT&T for testing to ensure that the bill can be processed and it complies with CBOS standards.
	Exhibit A	10/29/99		LIDB Storage Agreement
	Exhibit B	10/29/99		ROA Hosting
	Exhibit C	10/29/99		ODUF
	Exhibit D	10/29/99		EODUF
	Exhibit E	10/29/99		Rates
7-Ordering and Provisioning	1	10/29/99		BST will give 15 days advance notice of scheduled maintenance down time for the OSS interfaces.
		10/29/99		3.13 Expedite and escalation procedures.
	4	10/29/99		4.2.1 provisions for AT&T personnel entering a trouble into the TAFI interface.
8-ROW/Conduits/PoleAtt		06/15/01		Negotiated provisions for ROW specific to AT&T
9-Perf Measurement		06/15/01		Parties will abide by the SQM
10-BFR Process				
11-list of Acronyms		06/15/01		List of Acronyms
12				Provisions for Network Security-protection of service and property
13 BAPCO				Added the AT&T BAPCO Agreement

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Version: 2Q05 Standard ICA  
07/06/05





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